

PROPOSED AGENDA

COUNCIL MEETING

April 19, 2011

7:00 PM

CALL TO ORDER – Mayor Sammy Phillips

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA AND CONSENT ITEMS

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PUBLIC COMMENT

REPORTS  
City Council  
Mayor  
City Attorney  
City Manager

CLOSED SESSION – For the purpose of instructing staff in regards to negotiating property acquisition (Beacham, Wallace, Venters, Dudley and Georgetown Properties) pursuant to General Statute 143-318.11, subsection (a-5)

## COUNCIL MINUTES

### SPECIAL WORKSHOP MEETING

April 5, 2011

A special workshop meeting of the City Council of the City of Jacksonville was held Tuesday, April 5, 2011 beginning at 5:00 PM in Council Chambers of the Jacksonville City Hall. Present were: Mayor Sammy Phillips, presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry A. Bittner, Fannie K. Coleman, Randy Thomas, Bob Warden and Jerome Willingham. Also present were: Richard Woodruff, City Manager; Ron Massey, Assistant City Manager; Gayle Maides, Interim Finance Director; Glenn Hargett, Communications and Community Affairs Director; Mike Yaniero, Police Chief; Rick McIntyre, Fire Chief; Tim Chesnutt, Recreation and Parks Director; Grant Sparks, Public Services Director; Reggie Goodson, Planning and Development Services Director; Carmen Miracle, City Clerk; and John Carter, City Attorney. \*An audio recording of the Council Meeting is presently available for review in the City Clerk's Office.

#### CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 5:00 PM.

#### ADOPTION OF AGENDA

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Bittner, and unanimously approved to adopt the agenda as presented.

#### CLOSED SESSION

A motion was made by Councilman Thomas, seconded by Council Member Coleman, and unanimously approved to recess the Special Meeting at 5:01 PM in order to convene a Closed Session for the purpose of consulting with the attorney in order to preserve the attorney-client privilege regarding Litigation – City Hall Project – EDA v City of Jacksonville, pursuant to General Statute 143-318.11, subsection (a-3).

#### RECONVENE

Mayor Phillips reconvened the Special Meeting at 6:19 PM and announced that no reportable action had been taken in closed session.

SANDY RUN NEIGHBORHOOD PLAN

Using the PowerPoint presentation attached to the official minutes as Exhibit A, Mary Sertell, Senior Planner, reviewed the Country Club/Sandy Run Neighborhood Plan. She stated that Staff and the neighborhood had been working on the plan for about a year. The 2009 City Council instructed staff to implement a neighborhood planning program and identified ten priority areas for the program. The first neighborhood chosen for planning was the Country Club/Sandy Run neighborhood. Staff met with the neighborhood to identify where they were now and where they would like to be. The purpose was to help the neighborhood achieve goals and a vision unique to that neighborhood. Staff worked with the neighborhood to craft recommendations that complemented the City's long term goals and policies, as well as realistic strategies for achieving those goals. Ms. Sertell reviewed the process that was followed prior to the final draft being presented to Council.

After reviewing the neighborhood character and vision, neighborhood goals were presented to Council. They included increased recreation and parks opportunities for children and adults alike; improved public safety and public perception of the area; creation of a plan for undeveloped land; mitigation of environmental issues; and enhancement of multi-modal transportation options. The Plan set forth recommendations to implement those visions and goals. A detailed synopsis of the planning process, and questions and feedback received were also provided.

Mayor Pro-Tem Lazzara felt it was a well put together plan, and asked if any recommendations would be brought forward to consider in the Capital Improvement Plan. Mr. Woodruff said it could be used for future CIP recommendations to Council. He recommended that Council accept the report for Staff to use as a guide. This would not be a commitment, so it did not need to be adopted.

Mayor Phillips asked if any areas were identified as viable recreational park areas. Mr. Woodruff stated there were two areas that were looked at which Council Member Coleman identified. There also was a good area in Sandy Run that couldn't be used for a playground, but would make a good community garden. Ms. Sertell stated that those locations were identified in the Plan.



Mayor Pro-Tem Lazzara stated that the important part of the Neighborhood Plans was that they were Staff initiated and conducted. The City wasn't spending funds for outside consultants and the information provided was very informative.

A motion was made by Mayor Pro-Tem Lazzara, seconded by Council Member Coleman, and unanimously approved to accept the Country Club/Sandy Run Neighborhood Plan as presented.

#### LAND DEVELOPMENT REGULATIONS

Mr. Woodruff stated that at the last workshop Staff spoke to Council about the 25,000 square foot rule and the possibility of modifying the regulations. Staff was asked to look into safeguards that could be built in when commercial properties abutted residential properties. Using the PowerPoint presentation attached as Exhibit A, Ryan King, Planning Administrator, reviewed the proposed changes for streamlining the development review process and provided suggested safeguards. When the development site directly abutted residentially zoned property, there could be additional buffering, lighting limitations, limited driveway access, and height limitations. Mr. King reviewed each of these additional requirements and stated if the applicant did not want to follow the additional design standards, they could opt out and go through the Special Use Permit with a Public Hearing. This would then require Council's approval.

Councilman Bittner asked about commercial next to condominiums and townhouses. Mr. King stated that multi-family could be factored in if it was a concern of Council. Councilman Bittner stated he was concerned where people had a stake in the community as residents. Mr. Woodruff stated it could be applied to all residential or only certain residential types and asked if Council wanted certain types of residential protected from other types of residential. Discussion followed on the types of residential properties that could be involved.

Councilman Bittner stated that a year sunset provision should be given on this change requiring Staff to report back in 12 months on what had transpired. At that time, Council could consider renewing the change on a permanent basis.

Mr. Woodruff suggested that any type of business with a drive-up window that did not go through the public hearing process should be looked at.

Councilman Warden commented that through the years multi-family versus single family has created issues and needed to be looked at.

Mr. Woodruff asked Council to provide any additional thoughts they had in the next few days while the amendment was being refined before bringing back to Council.

#### HOMELESS COALITION PRESENTATION

Lillie Gray, Community Development Administrator, introduced Craig Wagner, Executive Director of United Way of Onslow County and Kathleen Holbrook, Onslow County Partnership for Children and co-chair of the Community Advisory Network Developing Onslow County (CAN-DO). She stated their presentation was tied to the City's five year consolidation plan which required homeless needs in the City of Jacksonville to be prioritized and a plan developed.

Using the PowerPoint presentation attached as Exhibit A, Mr. Wagner and Ms. Holbrook provided a brief history about CAN-DO, defined homelessness, and reviewed the data captured over the past two years of those homeless in the area.

Mr. Wagner stated that the reason for the formation of CAN-DO was to focus on chronic homelessness by bringing together stakeholders to see what was being provided and then try to fill in the gaps. Even though the chronic homeless only made up about 10% of those homeless, they consumed over 50% of the services. Based on figures from two studies, one from Pitt County and the other from Asheville-Buncombe County, the estimated cost of services for 10 chronically homeless individuals could potentially cost \$232,430. Ms. Holbrook concluded by reviewing what CAN-DO was currently doing.

Ms. Gray stated that Community Development would like to come back to Council in 30 days with follow-up items/options on how they could help CAN-DO with their homeless initiatives.

Mayor Phillips asked if CAN-DO had any interaction with the NABVETS. Ms. Holbrook stated NABVETS were one of the community stakeholders and they have brought homeless individuals to the meetings who have provided helpful information.

#### ADJOURNMENT

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Thomas, and unanimously adopted to adjourn the meeting at 7:01 PM.

## COUNCIL MINUTES

### REGULAR MEETING

April 5, 2011

A Regular Meeting of the City Council of the City of Jacksonville was held Tuesday, April 5, 2011 beginning at 7:00 PM in the Council Chambers of City Hall. Present were: Mayor Sammy Phillips presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry Bittner, Fannie K. Coleman, Randy Thomas, Bob Warden and Jerome Willingham. Also present were: Richard Woodruff, City Manager; Ronald Massey, Assistant City Manager, Gayle Maides, Interim Finance Director; Glenn Hargett, Communications and Community Affairs Director; Mike Yaniero, Police Chief; Rick McIntyre, Fire Chief; Grant Sparks, Public Services Director; Reggie Goodson, Planning and Development Services Director; Carmen Miracle, City Clerk; and John Carter, City Attorney. \*An audio recording of the Council Meeting is presently available for review in the City Clerk's Office.

#### CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 7:05 PM.

#### SPECIAL RECOGNITION

Mayor Phillips recognized Commissioner Lionell Midgett of the Onslow County Board of Commissioners who was in attendance.

#### PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Michael Lazzara led the Pledge of Allegiance.

#### INVOCATION

Mr. John Carter pronounced the invocation.

#### ADOPTION OF AGENDA AND CONSENT ITEMS

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Thomas, and unanimously approved to adopt the agenda as amended to move Consent Agenda Item #12- Amendment to Gantt Huberman Architect Contract – Public Safety Building to Non-Consent, Add - Budget Amendment for City Hall Expansion to Consent, and revise Agenda Item #14 – Authorization for Funding Display System Replacement & Video Project.

ADOPTION OF MINUTES

A motion was made by Councilman Thomas, seconded by Mayor Pro-Tem Lazzara, and unanimously adopted to approve the minutes of a Special Workshop Meeting held March 22, 2011 as amended, and the minutes of the Regular Meeting held March 22, 2011 as presented.

PRESENTATIONS

PROCLAMATION – ADMINISTRATIVE PROFESSIONALS WEEK

Mayor Phillips read a Proclamation naming the week of April 24 through April 30, 2011 as Administrative Professionals Week in the City of Jacksonville. Following the reading of the Proclamation, Deb Forney, President of the Jacksonville-Onslow-Lejeune Chapter of the International Association of Administrative Professionals and other Chapter members, accepted the Proclamation. Ms. Forney thanked Mayor and Council for the Proclamation. She also provided information about the organization and invited employers to send their Administrative Assistants to the Administrative Professionals Luncheon on Wednesday, April 20, 2011 to be held at the Marston Pavilion.

YARD AND BUSINESS OF THE MONTH BEAUTIFICATION AWARDS

With the assistance of Councilman Bob Warden, Council Liaison to the Beautification and Appearance Commission, Mayor Phillips presented the Residential Yard of the Month to Ms. Evelyn Tallman for her residence at 209 Fenton Place. The Business Yard of the Month was awarded to Dr. Karen Armstrong and Dr. Bethany Tant of Karen J. Armstrong, D.M.D. and Bethany K. Tant, D.D.S. General Dentistry at 3160 Henderson Drive. He thanked all the winners for their efforts in keeping the City Clean and Green.

OATHS OF OFFICE – FIRE DEPARTMENT – PLATOON TRAINING OFFICER  
WILLIAM LEE AND FIRE CAPTAIN TERRY CRUSE

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Mayor Phillips reviewed the qualifications and services in firefighting for Platoon Training Officer William Lee and Fire Captain Terry Cruse. Mayor Phillips administered the Oath of Office while Platoon Training Officer Lee's wife held the Bible and then pinned on his badge and rank insignia. Mayor Phillips then administered the Oath of Office to Fire Captain Cruse. His wife then pinned on his badge and rank insignia.

OATHS OF OFFICE – POLICE DEPARTMENT – LIEUTENANT JASON BETTIS  
AND SERGEANT NORMAN DAVIS

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Mayor Phillips reviewed the qualifications and past law enforcement service for Lieutenant Jason Bettis and Sergeant Norman Davis. Mayor Phillips administered the Oath of

Office while Lieutenant Bettis' son held the Bible, his wife pinned on the Lieutenant Badge and both wife and son pinned on the rank insignia. Mayor Phillips then administered the Oath of Office to Sergeant Davis. His mother-in-law held the Bible, his wife pinned on the Sergeant Badge and Retired Lieutenant Deborah Matthews pinned on the rank insignia. Chief Yaniero thanked both officers for the commitment they made to the City.

#### REPORT TO COUNCIL – FIRE SAFETY ADVISORY BOARD

Mr. John Worrell, Chairperson of the Fire Safety Advisory Board, provided a brief report on the annual activities, accomplishments and goals of the Committee. Councilman Jerry Bittner is the Council Liaison to the Board.

#### SPECIAL PRESENTATION

Mayor Pro-Tem Lazzara stated that Mayor Phillips was unable to attend the Employee Longevity Recognition Ceremony on March 22 and it was his honor to present to the Mayor his certificate for 35 years of service. Mayor Phillips has made great contributions to this City and everything about him was service. It has been Mayor Pro-Tem Lazzara privilege to work with the Mayor for the past five years.

#### RECESS/RECONVENE

Mayor Phillips recessed the meeting for a short break at 7:45 PM. Mayor Phillips reconvened the meeting at 7:47 PM.

#### PROGRESS REPORT – HIGHWAY 17 ASSOCIATION

Mr. Marc Finlayson, Executive Director of the Highway 17 Association, provided Council a copy of the goals, strategies and tactics for the Association through September 30, 2010 and reviewed their accomplishments and progress status of the roads along the corridor. He recognized Commissioner Lionell Midgett and thanked him for his leadership as President of the Highway 17 Association.

Mr. Finlayson reviewed his concerns over the reduction of funding from the federal and state government for transportation and what the Association was doing to look out for funding in our area.

#### PUBLIC HEARINGS

##### 2011-2012 ANNUAL ACTION PLAN

Using the PowerPoint presentation attached to the official minutes as Exhibit A, Ms. Lillie Gray, Community Development Administrator, stated that the Annual Action Plan was a

strategic planning guide which specifically outlined the budget and activities for the use of Community Development Block Grant funds (CDBG) for FY 2011-2012. HUD mandated adoption and submission of the Action Plan prior to releasing CDBG funds which were used to benefit low-to-moderate-income persons and households. The purpose of the Public Hearing was to receive public comments prior to submission of the Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The plan would serve as the City's application for federal funds and must be submitted by May 15, 2011.

Mayor Phillips asked why imminent domain would be used in the downtown target area for acquisition of properties. Mr. Woodruff stated it was for rehabilitation and was allowable under current law. The only properties where it may be needed were properties where title was not clear and demolition was needed. Imminent domain would be used very sparingly and not without Council's approval.

Mayor Pro-Tem Lazzara commended Ms. Gray for her leadership and vision. He felt we were headed down the right path to improving the redevelopment of blighted areas. CGBD funds were important to the local economy and their economic impact through public/private partnerships.

Councilman Thomas asked if Ms. Gray was concerned about pledging to repay the Section 108 Loan with CGBD funds when that funding was threatened every year. Ms. Gray stated the program has been around since 1976 and she had spoken with the HUD representative who felt the government would be funding it at some level. The impact would be our ability to do other projects over the next 20 years. We have a strong portfolio which would provide other opportunities to pay the funds back as well. Mr. Woodruff stated it was only our program income of that we would be pledging over the next 20 years and not new HUD money.

Mayor Phillips recessed the regular meeting at 8:11 PM in order convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:12 PM and reconvened the regular meeting.

A motion was made by Councilman Willingham, seconded by Councilman Bittner, and unanimously adopted to approve the submission of the FY 2011-2012 Annual Action Plan to the U.S. Department of Housing and Urban Development.

ZONING TEXT AMENDMENT – SECTION 108 FLIGHT PATH OVERLAY  
DISTRICT – HEIGHT RESTRICTION EXCEPTIONS

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Ms. Abigail Barman, Senior Planner, stated that as directed by City Council, staff had prepared an amendment to the recently adopted Section 108 Flight Path Overlay District (FPOD) of the Zoning Ordinance. This amendment would allow six (6) existing nonconforming structures to continue existence and be replaced at current height. If approved, Section 108 FPOD of the Zoning Ordinance would be amended to allow exceptions to the restriction on heights within the district.

Mayor Pro-Tem Lazzara asked Mr. Woodruff if everything was covered regarding any existing potential rebuild of any structure owned by the City. Mr. Woodruff stated yes.

Councilman Bittner stated this was first brought before Council by MCAS New River personnel and asked Mr. Woodruff if they saw the changes and were in accord with them. Mr. Woodruff stated they were.

Mayor Phillips recessed the regular meeting at 8:14 PM in order convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:15 PM and reconvened the regular meeting.

A motion was made by Mayor Pro-Tem Lazzara, seconded by Council Member Coleman, and unanimously approved the Zoning Text Amendment as presented.

Ordinance 2011-20, Bk.10, Pg. 322

REZONING FROM RM-6 TO NB – 1900 GUM BRANCH ROAD

Ms. Mary Sertell, Senior Planner, stated that Charles Riggs & Associates, on behalf of Reba Gentry, had submitted a request to rezone one parcel totaling 1.193 acres from Multi-family 6 (RM-6) to Neighborhood Business (NB). The subject site is located at 1900 Gum Branch Road. There is a HVAC and a landscaping business on the front portion of the property.

Mayor Pro-Tem asked if the business just went in, why was the business allowed to go in if it was non-conforming. Ryan King, Planning Administrator, stated that the two buildings housed commercial uses in the past. The nonconforming section of Ordinance allows businesses to stay as long as the business use isn't intensified. The signage for the business brought up the issue and it was decided to rezone to take care of the nonconforming issue.

Mayor Phillips recessed the regular meeting at 8:18 PM in order convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:19 PM and reconvened the regular meeting.

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Thomas, and unanimously approved the rezoning request based on the Findings of Fact A, B, C, and D being found in the affirmative and that the rezoning advances the public interest.

Ordinance 2011-21, Bk. 10, Pg. 324

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VOLUNTARY ANNEXATION PETITION – JOHN STEVENSON – TOYOTA –  
3124 NEW BERN HIGHWAY – 16.72-ACRES

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Mr. Ron Massey, Assistant City Manager, stated that John O. Stevenson had submitted a voluntary annexation petition for a 16. 72-acre tract located in the Extraterritorial Jurisdiction and was contiguous to the current City limit boundaries. The parcel was located at 3124 New Bern Hwy and was the site for future development of an 85,079 square foot automobile sales center.

Mayor Phillips recessed the regular meeting at 8:20 PM in order convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:21 PM and reconvened the regular meeting.

A motion was made by Councilman Thomas, seconded by Mayor Pro-Tem Lazzara, and unanimously approved to adopt the Annexation Ordinance as presented.

Ordinance 2011-22, Bk. 10, Pg. 325

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VOLUNTARY ANNEXATION PETITION – MAI PROPERTY (BAILEY &  
ASSOCIATES) – HICKORY ROAD - .44-ACRE TRACT

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Mr. Massey stated that this voluntary annexation petition was received from Bailey & Associates on behalf of Phillip and Claudia Mai. This was a .44-acre tract that was contiguous to the current City limit boundaries. The site was located along Hickory Road adjacent to the Tractor Supply Store property. The site was to provide additional parking facilities for a 6,000 square foot commercial development adjacent to and fronting on US Hwy 258. The commercial parcels were already located within City limits and were the proposed site of a future IHOP restaurant and tenant spaces.



Councilman Bittner asked if US Hwy 258 was interpreted as creating a contiguous area of the City limits. Mr. Massey said yes and this property was directly across US Hwy 258 from Freedom Village, which was inside the City limits.

Mayor Pro-Tem Lazzara asked if the Tractor Supply property was already annexed. Mr. Massey stated it was, but not the adjacent property.

Mayor Phillips recessed the regular meeting at 8:23 PM in order to convene the Public Hearing.

James A. Browning, 305 Hickory Rd., stated he was concerned about the 24 hour use of the parking lot especially late at night with arguments and brawls. He would hold the City of Jacksonville responsible for future problems that might arise.

With no one else desiring to speak, Mayor Phillips closed the Public Hearing at 8:25 PM and reconvened the regular meeting.

Councilman Bittner was concerned about the Mr. Browning's comments since this matter was for annexation and not rezoning. Mr. Carter stated that he would ask Council to dub the comments into the public hearing on rezoning.

A motion was made by Councilman Thomas and seconded by Council Member Coleman to adopt the Annexation Ordinance as presented.

Mayor Pro-Tem Lazzara stated that in regard to the gentleman's concern about the parking lot, the City of Jacksonville does not have control of the parking lot. Mr. Woodruff stated that the parking lot did not currently exist. There was a proposal to annex it, then rezone it, and then develop it (Item #7 in the Agenda).

A vote was taken on the motion and was unanimously approved.

Ordinance 2011-23, Bk. 10, Pg. 331

REZONING FROM RM-5 TO CU-B-1 – 201 & 203 HICKORY ROAD

Ms. Sertell stated that Bailey & Associates and Phillip Mai had submitted a request to rezone two parcels totaling 0.44 acres from Residential Multi-family (RM-5) to Conditional Use Business 1 (CU-B-1). The subject sites were located at 201 & 203 Hickory Road, north of Richlands Highway.

Mayor Phillips recessed the regular meeting at 8:30 PM in order to convene the Public Hearing.

Mayor Phillips advised that Mr. Browning's statement from the previous public hearing was hereby incorporated into the rezoning hearing as if fully set out.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:31 PM and reconvened the regular meeting.

A motion was made by Councilman Bittner, seconded by Councilman Warden, and unanimously approved to adopt the rezoning request based on the Findings of Fact A, C, and D being found in the affirmative. Finding of Fact B was in the negative; however, the rezoning did advance the public interest because it was applicable to several of the goals and policies established in the Growth Management Plan including Growth Management Element Goals 1, 2 and 6.

Ordinance 2011-24, Bk. 10, Pg. 337

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CONDITIONAL USE PERMIT AND SITE PLAN – INTERNATIONAL HOUSE OF  
PANCAKES – 2720 RICHLANDS HIGHWAY

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Mayor Phillips recessed the regular meeting at 8:32 PM in order to convene the Public Hearing.

Mayor Phillips swore in Mr. Jeremy B. Smith, Senior Planner. Mr. Smith stated Bailey and Associates had submitted a Conditional Use Permit and Site Plan application for a 6,000 square foot multi-tenant building. If approved, the development would be constructed at 2720 Richlands Highway where any of the uses listed in Exhibit B (Proposed uses for IHOP and Retail Shops at Tractor Supply Center) would be authorized. The property was zoned Conditional Use-Business-1(B-1) and within this zoning district any use required a Conditional Use Permit. A portion of the proposed development was located within the City limits and the other portion was annexed into the City during a previous public hearing tonight. As proposed, the project would impact the City's Sewer Allocation Policy. Sewer Allocation requests would be processed in accordance with the adopted policy.

Mr. Smith stated the parking lot would be accessed from the existing driveway into the Tractor Supply facility and any new driveways would be internal helping to protect the neighborhood from traffic.

Councilman Warden asked if there would be a buffer between the parking lot and residential because of the earlier discussion. Mr. Smith stated no because the adjacent property was undeveloped. Councilman Bittner asked if that was correct as he thought as long as it was

residential, a buffer was required. Mr. Smith stated because the adjacent property was currently undeveloped, a buffer was not required. Mr. Woodruff stated because this was a Special Use, Council could require a buffer if they so chose. Mr. Smith stated because of site constraints, they may want to confer with the developer first.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:37 PM and reconvened the regular meeting.

A motion was made by Councilman Warden, seconded by Councilman Thomas, and unanimously approved the Conditional Use Permit and Site Plan based on findings of fact A through G being found in the affirmative and conditions identified within the Staff Report.

Conditions on the Conditional Use Permit

- 1) Submit a Site Plan for the Tractor Supply Center that adjusts the landscaping area being impacted by this proposed development, prior to any building permit being issued.

Conditions on the Site Plan

- 1) Revise the Site Plan per TRC comments in the Zoning and Land Use Map prior to the issuance of a building permit.

SPECIAL USE PERMIT AND SITE PLAN – THE DOOR CHURCH – 433 UNIT 1  
WESTERN BLVD.

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Mayor Phillips recessed the regular meeting at 8:38 PM in order to convene the Public Hearing.

Mayor Phillips swore in Mr. Jeremy B. Smith, Senior Planner. Mr. Smith stated that The Door Church had submitted a Special Use Permit and Site Plan application for a proposed church. If approved, the church would occupy an existing 31,500 square foot building located at 433 Unit 1 Western Blvd. The property was zoned Business-1 (B-1) and within this zoning district a church was a permitted use, however the structure was over 25,000 square feet; therefore, a Special Use Permit was required. The proposed development was located within the City limits and as proposed would impact the City's Sewer Allocation Policy. Sewer allocation requests would be processed in accordance with the adopted policy.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:41 PM and reconvened the regular meeting.

A motion was made by Councilman Thomas, seconded by Councilman Warden, and unanimously approved the Special Use Permit and Site Plan based on findings of fact A through G being found in the affirmative.

PUBLIC COMMENT

There was no one present desiring to speak at this public comment section.

NEW BUSINESS

CONSENT ITEMS

VOLUNTARY ANNEXATION PETITION – KENNITH WHICHARD – 1.39 ACRES –  
GATEWAY PLAZA

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At the March 22, 2011 meeting, Council adopted a Resolution directing staff to investigate the sufficiency of a voluntary annexation petition received from John Pierce and Associates on behalf of Kenneth P. Whichard, Jr. for a 1.39-acre tract that was contiguous to the current City limit boundaries. The site was located adjacent to Gateway Plaza (Target) and future Western Parkway. The site was a portion of a larger property proposed for a future Kohl's Department Store. In accordance with the statutory guidelines, the dedicated right of way for Western Parkway that abutted the annexation area would automatically be included in this annexation process. The City Clerk had conducted the required investigation and found as a fact that said petition was signed by all owners of real property lying in the area. As provided in North Carolina General Statute 160A-31, a Resolution had been prepared scheduling a Public Hearing on this annexation for the April 19, 2011 Meeting.

Council adopted the Resolution as presented.

Resolution 2011-14, Bk. 6, Pg. 390

SITE PLAN WITH APPROVED SPECIAL USE PERMIT – LEJEUNE HONDA –  
2221 N. MARINE BLVD.

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John L. Pierce and Associates had submitted an application for a Site Plan with an approved Special Use Permit for a 2,240 square foot addition (detail shop) to the existing 28,850 square foot automobile sales lot, the combined total was 31,090. The property was zoned Business-1 (B-1) and within this district automobile sales lots were permitted; however, the combined square footage was over 25,000, therefore a Special Use Permit was required. A Special Use Permit was approved by City Council on May 22, 2007.

Council approved the Site Plan with approved Special Use Permit and one Site Plan condition - 1) Revise the Site Plan per TRC comments in Exhibit B prior to the issuance of a building permit.

UTILITY AGREEMENT FOR TRANSPORTATION IMPROVEMENTS PLAN (TIP)  
PROJECT – TIP PROJECT U-4007, WHITE STREET EXTENSION

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The N.C. Department of Transportation (NCDOT) had plans to extend White Street from Bell Fork Road to Western Blvd. This project, known as White Street Extension, was expected to be advertised within the coming months and construction anticipated to begin October 2011. In January 2010, staff requested that the utility adjustments and relocations be included as part of NCDOT's scope of work. NCDOT had now submitted a Utility Agreement to seek payment for the relocation of municipal water lines. At the City's request, NCDOT had prepared a cost estimate to relocate these utilities in the amount of \$175,631.73. These utility lines had been designed by NCDOT and would be relocated by NCDOT's contractor during the construction of this project.

Council approved the Utility Agreement as presented.

SUBMISSION OF NPDES PHASE II FOURTH ANNUAL REPORT

As required by Federal and State laws, the City had a National Pollutant Discharge Elimination System (NPDES) Phase II Permit to Discharge Stormwater. This permit became effective on March 1, 2007. As a continuing requirement of the permit, the City must report annually on its progress in fulfilling the permit's requirements. The City's Fourth Annual Report was due to N.C. Division of Water Quality on May 1, 2011. City staff had prepared the NPDES Phase II Fourth Annual Report (311 pages), a copy of which was available upon request in the City Clerks Office or could be reviewed electronically upon request. An Executive Summary was included in the Staff Report. The City was in full compliance with its Phase II NPDES Permit at this time, and the Fourth Annual Report reflected the City's compliance with the permit terms.

Council directed staff to submit the Fourth Annual Report, describing activities performed by the City to maintain compliance with the City's NPDES Phase II Permit to discharge stormwater.

BUDGET AMENDMENT FOR CITY HALL EXPANSION

The City was in litigation over construction defects for the City Hall Building. As Council was aware, the City was defending a lawsuit brought by EDA, architects and C Construction for additional fees, and the City was pursuing a counterclaim for damages for negligence on the part of EDA and C Construction in reference to City Hall expansion. By

previous Council action, the City had hired outside counsel to defend and represent the City in these matters. To cover the projected expenditures to process this matter through pre-trial preparation, management projected a need for an additional \$100,000 to be authorized. This was needed to pay incurred, as well as, expected future attorney fees through the mandatory mediation phase of the lawsuit. Additionally, to proceed to address the construction defects of the building, management believed it was important to proceed with repairs. Our outside counsel agreed that this would also strengthen the City's legal position in the lawsuit. In recent weeks, the City had conducted interviews for an architectural firm to assist in completing needed repairs to City Hall as outlined in Engineer Alex Wood's report as to water infiltration, etc. \$60,000 was anticipated for those services.

Council approved the Budget Amendment as presented.

Ordinance 2011-25, Bk. 10, Pg. 339

#### NON-CONSENT ITEMS

#### AUTHORIZATION FOR FUNDING DISPLAY SYSTEM REPLACEMENT & VIDEO PROJECT

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Glenn Hargett, Director of Communications and Community Affairs, reported that the devices that provided the informational programming for the Jacksonville-Onslow Government Television were now about six years old. One of the player units of the Scala system that provided the principal support to the on-air service had failed, and a second was showing signs of distress. The Scala system was highly regarded when it was selected, but advances in the technology required an evaluation of staying with the same system or to elect a different, more scalable system that could provide other benefits to the citizens. The FY11 Budget included funding for improvements dealing with the Scala system. Staff recommended acquisition of a Cisco system as the replacement for the Scala system. It allowed standardization with existing City owned Cisco equipment and provided additional digital displays, including utilities billing office where there were frequently Citizens in line to pay their bills and other locations. The Cisco system would also allow for playback of training videos so City staff members could be trained at their worksites and would not have to attend some required training away from their worksite, thus saving funds for gas and keeping City staff available to serve Citizens.

Earl Bunting, ITS Director, stated that Mr. Hargett prepared an extensive requirements document which was submitted to several vendors. Eventually, it became clear that the Cisco

solution was the most appropriate for the City. It allowed standardization with the existing Cisco products used by the City of Jacksonville and would ride on the Cisco network operated by the City. Therefore, the City negotiated directly with Cisco for the design of the solution. Cisco in turn suggested an integrator to install, train and maintain the system. Under the guidelines of N.C.G.S 143-129(e)(6), the staff asked for an exemption from competition for the purpose of “standardization or compatibility” as the overriding consideration. The purpose of the system was to eliminate multiple types of equipment, increase efficiencies in Media Services and the ITS Department through standardization and make the media equipment compatible with the City’s network equipment.

Councilman Bittner asked if the cost and amortization schedule became part of the cost sharing basis with the County and other participants. Mr. Hargett stated that was correct and as shown in the Agenda, they were considering an increase to the County and ONWASA.

A motion was made by Councilman Bittner, seconded by Mayor Pro-Tem Lazzara, and unanimously approved to authorize the purchase of the equipment as an exemption and adopt the budget amendment as presented.

Ordinance 2011-26, Bk. 10, Pg. 340

#### AMENDMENT OF GANTT HUBERMAN ARCHITECT CONTRACT – PUBLIC SAFETY BUILDING

City Management had been authorized by City Council to proceed with the construction of the new Center for Public Safety. As part of that effort, management had reviewed the current contract with Gantt Huberman and had determined that certain changes were needed due to the extended time taken in the schematic design phase of the project. Staff proposed to amend the contract. Some of the major modifications included: (1) Timeline: Express in the amended contract a new timeline; (2) Project Cost: Change in the budget amount and modification of contract timeline without a change in the architectural fee; (3) Demolition: Removal of Bojangles demolition from the contract; (4) City Project Observer: Added Project Observer; and (5) Pre-Qualification of Contractors: Better define architect’s role as to prequalifying of bids.

Mayor Pro-Tem Lazzara stated he was not comfortable with moving forward to extend the contract with Gantt Huberman. It had been two years since the first contract was engaged and the process had not proceeded as explained to Council during the initial presentation. Mr. Huberman stated he would bring back a different design then originally presented and he hasn’t.

A motion was made by Mayor Pro-Tem Lazzara and seconded by Councilman Willingham to terminate the contract for Gantt Huberman Architects.

Councilman Warden stated he shared Mayor Pro-Tem Lazzara's concerns, but would like Mr. Huberman to meet with Council to debate his side before Council decided to terminate.

Councilman Willingham stated he was sympathetic to Mayor Pro-Tem Lazzara's concerns. He understood an interest in hearing from Mr. Huberman; however, Council had seen a certain performance and responsiveness, or lack thereof, to concerns that were raised. Council never received the renderings asked for from the beginning and he has voiced his dissatisfaction with some of the presentations received. It was now time for Council to take charge and tell the architects what Council wanted. He supported Mr. Woodruff's last correspondence with Mr. Huberman wherein Council asked for renderings and the response was that the City should pay more for those renderings.

Council Member Coleman expressed concerns both ways. She asked Mr. Woodruff to explain the correspondence for the benefit of the public. Mr. Woodruff stated that correspondence was sent to Mr. Huberman stating the City did not concur with his request for additional monies and that if he did not proceed under his current obligations and contract, the City would proceed to terminate his contract. The current contract with the City stated the architect was to do certain things within certain dollar values and it was Mr. Woodruff's opinion that they were still in the conceptual design phase. The document that had been asked for was asked for at least two times previously and not supplied. Correspondence had now been received from the architect stating he would comply with the City's request.

Councilman Thomas stated that Council charged the City Manager with researching references, checking with past clients, and carrying on the discussions. It was his opinion that Dr. Woodruff was their point man. Council's question was did Dr. Woodruff feel he could be happy with this architect.

Councilman Bittner agreed with Councilman Warden that a decision of this magnitude should not be made without a full discussion of all the elements, even those that may not surface this evening. Council gave the Manager the authority to do reference checks and they came back favorably. He felt Mr. Woodruff had the wherewithal and expertise to demand and receive a good job. Councilman Bittner stated that if terminated, we would get the design documents, but he was not sure the City would recapture the \$487,000 spent.



Mayor Phillips stated he wanted whatever the will of Council was; however, there were a few comments he wanted to make. He asked when the contract first went into effect and was told June 29, 2009. He asked when construction was suppose to begin and was told July 2011. Mayor Phillips felt a time limit needed to be placed on the contract. His concerns were similar to Mayor Pro-Tem Lazzara. He wasn't in favor of pulling the contract, but he wanted to put coals on the fire.

Mr. Carter stated it was important to point out what was in the contract. In Item II B, the following wording was deleted: "Services shall be performed as expeditiously as is consistent with professional skill and care and with the orderly process of the Project. The Architect agrees to complete the performance of its services under the Scope of Work not later than thirty-six (36) months from the Owner's Notice to Proceed." It was substituted with "Services shall be performed as expeditiously as is consistent with professional skill and care and with the orderly process of the Project. Owner will issue a new Notice to Proceed and the Architect agrees to complete the performance of its services necessary to produce bid documents within nine (9) months of said notice."

Mr. Woodruff stated that in his professional career he has built a number of government buildings and he has never encountered an architect that was as difficult to deal with as this firm. Through all of his reference checks, this was a company that built a good building. At the end of the day it was not whether the architect pleased him, but whether the architect could deliver a building that Council and the citizens could be proud of. Mr. Woodruff suggested they give Gantt Huberman six months to get to the bidding process and if Mr. Huberman did not feel comfortable with that contract, Mr. Woodruff would come back to Council to cancel the contract.

Mayor Pro-Tem Lazzara respected everyone's opinion, and would go along with what Council decided, but if he took as long as Gantt Huberman has taken, he would be fired. We were pledging \$26 million of the public's money to a firm that has taken two years and constantly pushed back the desires of the Council. If that was a reflection of what they were going to continue to do, Mayor Pro-Tem Lazzara was not interested.

Mayor Phillips asked Mr. Woodruff if he was going to approach Mr. Huberman with an ultimatum and time limit. Mr. Woodruff stated that the options were: 1) give Mr. Huberman a new timeline that he had to meet, or 2) Council to say that they didn't think they were going to

get anything more in the future than what they have been given in the past. If the second option was taken, Council still had a valid process where three architects were ranked. He never met the other two, but Council could proceed with architect number two. He did not believe they would lose any time if they went to the second architect because of the nine months Mr. Huberman gave to get to bid documents. Mr. Woodruff asked Council to let him know the direction they wanted to go and he would get the building built.

Councilman Warden stated it would be helpful for Mr. Huberman to hear all the comments tonight to understand what he was up against.

Councilman Bittner asked if we were asking for five months, why did we settle on nine months from the Notice to Proceed. Mr. Carter stated the actual schedule was on page 233 and from the new notice to proceed to the completion of construction was now 998 days instead of the original 668 days.

Discussions were held about tabling the issue and inviting Mr. Huberman to the next meeting.

A motion was made by Councilman Willingham, seconded by Councilman Warden and unanimously approved to defer taking action on the motion until the April 19, 2011 Regular Council Meeting and to direct the Manager to invite Gantt Huberman Architects to attend the meeting to address Council concerns.

#### PUBLIC COMMENT

There was no present desiring to speak at this public comment section.

#### REPORTS

No reports were given by Council, City Attorney or City Manager.

#### ADJOURNMENT

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Bittner, and unanimously adopted to adjourn the meeting at 9:36 PM.



# Request for City Council Action

Agenda Item:	<b>1</b>
Date:	4/19/2011

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**Subject:** Public Hearing - Voluntary Annexation Petition-Kennith P. Whichard, Jr,  
– 1.39 Acres – Gateway Plaza/Future Western Parkway

**Department:** City Manager's Office

**Presented by:** Ron Massey, Assistant City Manager

**Presentation:** Yes

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## Issue Statement

This voluntary annexation petition was received from John Pierce and Associates on behalf of Kennith P. Whichard, Jr for a 1.39-acre tract that is contiguous to the current City limit boundaries. The site is located adjacent to Gateway Plaza (Target) and future Western Parkway.

The site is a portion of a larger property proposed for a future Kohl's Department Store. In accordance with statutory guidelines, the dedicated right of way for Western Parkway abutting the annexation area will automatically be included in this annexation process.

## Financial Impact

The current development plans or total project values/information were not submitted with this annexation as these tracts are a small portion of the overall proposed project site. Therefore, a detailed analysis of costs and revenues could not be prepared with any degree of accuracy. The property tax revenue for this tract is estimated to be \$603, 17. (\$0.53.8 per \$100 valuation times the undeveloped property tax value of \$112,113.)

## Action Needed

Conduct Public Hearing

Consider Annexation Ordinance

## Recommendation

Staff recommends that Council adopt the Annexation Ordinance as presented.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Proposed Ordinance
- B Location Map



# Staff Report

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## Voluntary Annexation Petition - Kenneth Whichard Jr. – 1.39 Acres Gateway Plaza/Future Western Parkway

### **Introduction**

The area proposed for annexation is located within the City's Extra Territorial Jurisdiction (ETJ) and is contiguous to the current City limits.

The site is located adjacent to Gateway Plaza (Target) and future Western Parkway. In accordance with statutory guidelines, the dedicated right of way for Western Parkway abutting the annexation site will be automatically included in the annexation process. The site is a portion of a larger property proposed for a future Kohl's Department Store.

### **Procedural History**

- March 22, 2011 – Council adopted a Resolution directing the City Clerk to investigate the sufficiency of the voluntary annexation petition.
- April 5, 2011 – Council adopted a Resolution scheduling a Public Hearing.
- April 19, 2011 – Council will conduct a Public Hearing and consider the Annexation Ordinance.
- April 30, 2011 – Proposed Effective Date of Annexation Ordinance.

### **Stakeholders**

- Kenneth P. Whichard, Jr. - Property owners/petitioner
- John Pierce & Associates
- Citizens of Jacksonville

### **Financial Analysis:**

The annexation area does not require significant infrastructure investment on the City's behalf.

The current development plans or total project values/information were not submitted with this annexation as these tracts are a small portion of the overall proposed project site. Therefore, a detailed analysis of costs and revenues could not be prepared with any degree of accuracy.

The property tax revenue for this tract is estimated be \$603,17. (\$0.53.8 per \$100 valuation times the undeveloped property tax value of \$112,113.)

## **Options**

Adopt the Annexation Ordinance: **RECOMMENDED.**

- The site is contiguous to the current corporate limits and is a portion of property that is proposed for future commercial development;

Deny the Annexation Ordinance:

- This action would conflict with past actions associated with annexation of contiguous property proposed for development.

Defer Consideration of the Annexation Petition:

- Should Council desire additional information related to this voluntary annexation request, defer the request and provide direction to staff on the specific information Council would like to receive.

## ORDINANCE (2011-)

### AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE, NORTH CAROLINA

#### KENNITH P. WHICHARD JR PROPERTY 1.39 ACRES

WHEREAS, the City Council has been petitioned under G. S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of the annexation was held at the Jacksonville City Hall at 7 o'clock, P.M. on the 19th day of April 2011, after due notice of publication on the 9th day of April, 2011, and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made a part of the City of Jacksonville effective April 30, 2011:

KENNITH P. WHICHARD JR.  
1.39 ACRE/60,482.08 SQUARE FOOT TRACT  
JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA

Commencing at a point located where the Northwestern right of way of Gateway South (60 foot right of way as per Map Book 37 Page 104 of the Onslow County Registry) intersects the Southwestern right of way of NCSR 1470 (commonly known as Western Blvd. – 200 foot right of way); and running thence along the said right of way of Gateway South 50 degrees 59 minutes 49 seconds West 1004.78 feet to a point, said point also being *THE TRUE POINT OF BEGINNING*: thence from the described beginning and continuing along the said right of way South 50 degrees 59 minutes 49 seconds West 105.00 feet to an iron stake; thence leaving the said right of way and running North 38 degrees 58 minutes 06 seconds West 88.55 feet to an iron stake; thence North 13 degrees 52 minutes 55 seconds West 138.36 feet to an iron stake; thence North 50 degrees 07 minutes 37 seconds West 291.83 feet to an iron stake; thence North 35 degrees 37 minutes 42 seconds West 210.88 feet to a point; thence North 51 degrees 01 minutes 55 seconds East 90.54 feet to a point; thence South 38 degrees 58 minutes 05 seconds East 710.62 feet to the point and place of beginning. Containing 1.39 acres/60,482.08 square feet and being a portion of Deed Book 919 Page 520 of the Onslow County Registry and being subject to all easements of record. The courses contained herein are correct in angular relationship and are referenced to N.C. Grid North (NAD 83)

Attachment

**A**

Section 2. Upon and after the 30<sup>th</sup> day of April 2011, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G. S. 160A-58.10.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the Office of the Secretary of State, Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted by the City Council of the City of Jacksonville in regular session this 19th day of April 2011.

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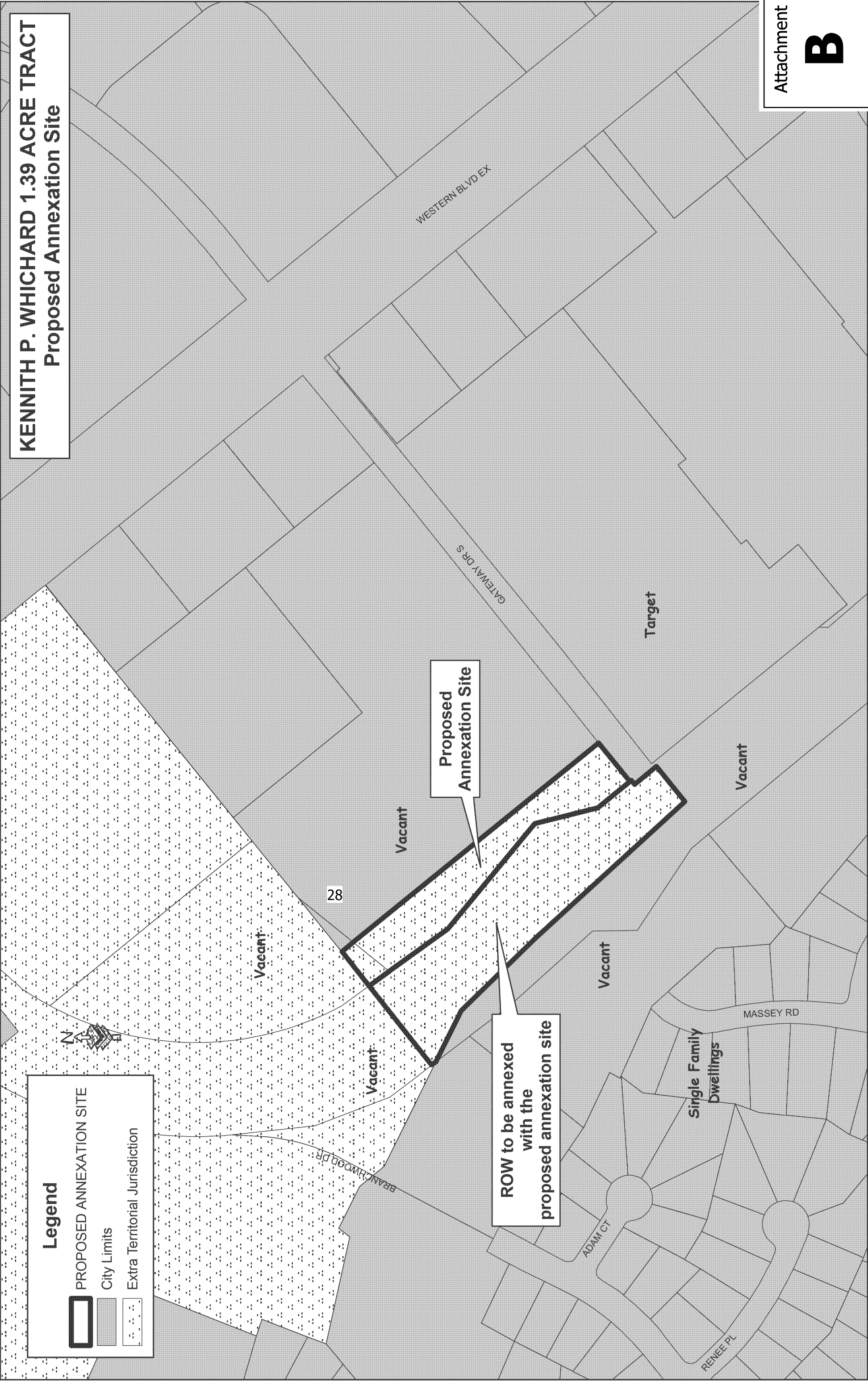
Sammy Phillips, Mayor

ATTEST:

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Carmen K. Miracle, City Clerk

KENNITH P. WHICHARD 1.39 ACRE TRACT  
Proposed Annexation Site



**Legend**

- PROPOSED ANNEXATION SITE
- City Limits
- Extra Territorial Jurisdiction





# Request for City Council Action

Agenda Item:	<b>2</b>
Date:	4/19/2011

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**Subject:** Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 112 Site Plans – Plot Plans, Accessory Buildings, Building Expansions and Site Plan Thresholds

**Department:** Development Services

**Presented by:** Ryan King, Planning Administrator

**Presentation:** Yes

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## Issue Statement

Staff has drafted a zoning text amendment that would amend Section 112 Site Plans of the City of Jacksonville Zoning Ordinance.

These changes include: Staff approval for larger site developments (square footage), exemptions adjustment, creation of plot plan standards, elimination of certain site plan requirements when the information is not necessary, adjustment to the appeals process, elimination of the Special Use Permit requirement for developments larger than 25,000 square feet and the addition of some screening, bufferyard, lighting, height and driveway requirements for developments abutting unlike land uses.

The majority of these proposed changes were taken from the draft Unified Development Ordinance.

## Financial Impact

None

## Action Needed

Conduct Public Hearing

Consideration of the Zoning Text Amendment

## Recommendation

The Planning Board and the City staff recommend Council adopt the Zoning Text Amendment at Attachment A and direct Planning staff to provide Council with a report at the end of 12 months.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Proposed Zoning Text Amendment Ordinance
- B March 14, 2011 Planning Board Minutes



# Staff Report

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Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 112 Site Plans – Plot Plans, Accessory Buildings, Building Expansions and Site Plan Thresholds

## **Introduction**

In December 2007, the drafting process of the Unified Development Ordinance (UDO) commenced. Module #1 of the draft UDO included the different development review processes and thresholds. As the UDO is currently drafted, the thresholds for triggering the different types of site plans would be adjusted to allow staff to approve larger developments (square footage). Then during the fall of 2010, a Building Development Ad-Hoc Committee was formed to analyze and improve the City's development review processes. This committee included City staff and members of the development, surveying and engineering community. One of the main topics of discussion was the site plan approval process and the timing of these approvals. The committee members agreed that some adjustments should be considered.

As a result, staff has drafted a zoning text amendment that would amend Section 112 Site Plans of the City of Jacksonville Zoning Ordinance. These changes include: Staff approval for larger site developments (square footage), exemptions adjustment, creation of plot plan standards, elimination of certain site plan requirements when the information is not necessary, adjustment to the appeals process, elimination of the Special Use Permit requirement for developments larger than 25,000 square feet, and the addition of additional screening, bufferyard, lighting, height and driveway requirements for developments abutting unlike land uses.

## **Procedural History**

- March 14, 2011 the Planning Board recommended approval of the proposed zoning text amendment.
- March 22 and April 5 2011 City Council conducted workshops and discussed potential changes to the development review procedures.
- April 19, 2011, City Council will conduct a public hearing and consider this text amendment request.

## **Stakeholders**

- Building Development Ad-Hoc Committee – Committee that met during the fall of 2010 to analyze the City's development processes. Members included Ryan King, Jeremy Smith, Danny Bryan, Reginald Goodson, Billy Farmer, Earl Bunting, Ron

Massey, Richard Woodruff, John Parker, John Pierce, Dan Quinn, Steve Forney, Cliff Ray, Shelly Stevenson, John Kavanagh and Jason Nelson.

- Surveyors/Engineers – Use Section 112 as the basis for development proposals
- Developers – Outlines and streamlines the approval process for development proposals.
- City staff – Provides a streamlined process, eliminates the necessity of taking so many development proposals to Planning Board and City Council when approval is a ministerial function.
- Planning Board & City Council – Eliminates having to review so many development proposals during their monthly meetings.

### **Public Hearing Notification Assessment**

“Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of the public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing.” Notifications were provided in accordance with North Carolina General Statutes.

### **Options:**

- 1) Adopt the zoning text amendment at Attachment A. **(Staff Recommended)**
  - Pros: An opportunity to make the development review process more streamlined and user friendly. Identifies specific requirements for plot plans.
  - Cons: None
- 2) Defer action on the zoning text amendment.
  - Pros: Would allow staff time to acquire additional background information as requested by City Council.
  - Cons: None
- 3) Deny the zoning text amendment
  - Pros: Currently in the process of creating a Unified Development Ordinance.
  - Cons: An opportunity to make the development review process more streamlined and user friendly would be lost.

## ORDINANCE (# 2011- )

### AN ORDINANCE AMENDING THE CITY OF JACKSONVILLE ZONING ORDINANCE

**BE IT ORDAINED** by the Jacksonville City Council that Sections 55, 58, 61, 64, 66, 68, 70, 73, 76, 85, 112 and 115 of the City of Jacksonville Zoning Ordinance be amended as follows: ~~Strikethrough~~ indicates the proposed deletion of text while underlining indicates a proposed addition to the text.

#### Section 55. Townhouses, Condominiums, and Apartments (TCA) Zone

##### E. Special Uses:

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

#### Section 58. Residential-Office (R-O) Zone

##### G. Special Uses:

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

#### Section 61. Office and Institutional (O&I) Zone

##### B. Driveway Limitations

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street

Attachment

**A**

primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

**D. Special Uses:**

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

**Section 64. Neighborhood Business (NB) Zone**

**A. Area Regulations**

~~4. Any use or combination of uses (listed below), which involves a building or combination of buildings that equals 10,000 square feet but does not exceed 25,000 square feet on any lot or combination of lots under single ownership, use or management shall require a special use permit.~~

**B. Driveway Limitations**

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

**D. Special Uses:**

~~Any use or combination of uses, which involves a building or combination of buildings that equals 10,000 square feet but does not exceed 25,000 square feet on any lot or combination of lots under single ownership, use or management shall require a special use permit~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 66. Central Business District (CBD)**

### **C. Driveway Limitations**

8. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **F. Special Use:**

~~30.000 ANY USE OR COMBINATION OF USES WHICH INVOLVES A BUILDING OR COMBINATION OF BUILDINGS THAT EQUAL OR EXCEEDS 25,000 SQUARE FEET ON ANY LOT OR COMBINATION OF LOTS UNDER SINGLE OWNERSHIP, USE OR MANAGEMENT~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 68. Office/ Mixed Use (O/MU) Zone.**

### **C. Driveway Limitations**

8. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **F. Special Use:**

~~30.000 ANY USE WHICH RESULT IN A BUILDING OR COMBINATION OF BUILDINGS OF 25,000 SQUARE FEET OR MORE~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 70. Business (B) Zone**

### **D. Driveway Limitations**

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **F. Special Uses:**

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 73. Business 1 (B-1) Zone**

### **D. Driveway Limitations**

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **F. Special Uses:**

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 76. Business 2 (B-2) Zone**

### **D. Driveway Limitations**

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **F. Special Uses:**

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.

## **Section 85. Industrial (I) Zone**

### **E. Driveway Limitations**

7. Driveways (at street) are required to be setback 100 feet from a property boundary zoned single family residential when the street primarily serves the residential zone. Driveways (at street) can be permitted closer than 100 feet if approved in conjunction with a special/conditional use permit.

### **G. Special Uses:**

~~Any use or combination of uses which involves a building or combination of buildings that equals or exceeds 25,000 square feet on any lot or combination of lots under single ownership, use or management.~~

Any use within an existing or proposed building/structure greater than two (2) stories or thirty (30) feet in height, when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards

Any use with a drive thru when adjacent to a different type of land use as identified in Section 115 Screening and Bufferyard Standards, unless the associated apparatus is located at least 100 feet away from the property boundary of dissimilar use.



## Section 112. Site and Plot Plans

(Amended 5/19/2009)

- A. **Purpose.** Site plan review is intended to ensure that the layout and general design of proposed development is compatible with surrounding uses and complies with all applicable standards in this ordinance and all other applicable city regulations. The purpose for this section is to establish the procedure and standards for review and approval of ~~three~~ four types of site plans: Plot Plans, Type I Site Plans, Type II Site Plans, and Type III Site Plans.
- B. **Applicability:** All development, unless exempted in accordance with 5. Exemptions, shall be required to have a plot plan or site plan approved in accordance with this section before issuance of a Building Permit.
1. Type I Staff Approved (Administrative): ~~involves the new construction or placement of a building or structure of up to 4,999 square feet or less in gross floor area provided that it does/did not require a conditional/special use permit. Parking lot plans also fall under this category. Development of a parcel that involves any one of the following shall be reviewed in accordance with procedures established for Type I Site Plans:~~
    - a. New building construction of 24,999 square feet in gross floor area or less;
    - b. Expansion of an existing building's gross floor area by less than 10,000 square feet; or
    - c. Expansion of existing parking area, impervious surface, by less than 10,000 square feet.
    - d. In cases where a site plan proposed for expansion of an existing building or other site feature by 50 percent or more on a lot abutting a low-density residential district, the site plan shall be reviewed as a Type II site plan.
  2. Type II City Manager Approved (Management): ~~involves the new construction or placement of a building or structure between 25,000 square feet but less than 24,999 square feet in floor area provided that it does/did not require a conditional/special use permit and does not increase the number of residential units in a multi-family development. Development of a parcel that involves any one of the following shall be reviewed in accordance with procedures established for Type II Site Plans:~~
    - a. New building construction of at least 25,000;
    - b. Expansion of an existing building's gross floor area by at least 10,000 square feet; or
    - c. Expansion of existing parking area, impervious surface, by at least 10,000 square feet.

3. Type III City Council Approved: involves the new construction or placement of a building or structure ~~25,000 square feet or larger and/or that~~ requires a conditional/special use permit and/or was part of a conditional/special use permit ~~and/or entails an increase in residential units in any multi-family development.~~
4. Development Associated with a Conditional Use Permit, Conditional Rezoning, or Special Use Permit: New construction, expansion, or changes in impervious surface, disturbed land area or other use area, to a development subject to a Conditional Use Permit, Conditional Rezoning, or Special Use Permit shall be considered an amendment to a Conditional Use Permit, Conditional Rezoning, or Special Use Permit (as appropriate).
5. **Exemptions.** The following development shall be exempted from the requirements of this section:
  - a. Internal construction that does not increase building height, increase the density or intensity of use, or increase parking requirements. However, if non-conforming site features have to be corrected (refer to Nonconformities), a plot plan meeting the requirements listed in Part C is required; and
  - b. ~~Expansion of an existing lawfully established structure by up to 600 square feet provided the expansion does not render the use, lot, structure, or site nonconforming;~~
  - c. ~~Expansion, Remodeling, or renovation of single-family detached dwellings. However, if the dwelling is non-conforming then a site plan may be required; and~~
  - d. ~~Detached accessory structures associated with a single-family detached residential use that involve construction of less than six hundred (600) gross square feet of floor area.~~

The following development shall be exempt from the requirements of Type I, II, and III Site Plans; however, they shall meet the requirements of Part C. Plot Plans:

1. Expansion of single-family detached dwellings; and
2. Detached accessory structures associated with a single family detached residential use that involve construction of less than 1,000 square feet of floor area;
3. Detached accessory structures associated with anything other than a single family detached residential use that involve construction of less than 2,500 square feet of floor area; and

4. Proposed construction of Utilities (minor) less than 1,000 square feet of floor area.

C. **Plot Plans.** Plot plans shall be submitted for review along with the typical building permit application, when required. When a building permit is not required, a copy of the plan should be submitted directly to the Planning Division for review and approval.

Plot plans shall be prepared in a manner so that staff can ensure all applicable City standards are met. In most instances plans will have to be prepared by a land surveyor, engineer, landscape architect, or architect registered to practice in the State of North Carolina. This requirement will be determined by the Development Services Director. If a recent (within 3 years) survey, plot plan or site plan is available for the site and the applicant can certify that the information is true and correct, this plan may be used with the changes highlighted.

**The following shall be shown/labeled on the plot plan:**

1. Scaled drawing using an engineer scale (1"=10', 1"=20', 1"=30', 1"=40', 1"=50', or 1"=60');
2. Project address;
3. Sidewalks, walkways – label as either existing or proposed. If proposed, note that it shall be constructed in accordance with the Manual of Specifications, Standards and Design (MSSD), where applicable;
4. Driveway(s) – label existing or proposed. If proposed, note that it shall be constructed in accordance with the Manual of Specifications, Standards and Design (MSSD), where applicable;
5. Street name and if it is public or private;
6. Property lines;
7. Structures (including accessory) – label as either existing or proposed. Show their location, number of stories, dimensions and building height;
8. Easements – Identify their location, widths, their purpose and if they are public or private;
9. Include a site data block with the following information:  
Zoning:  
Maximum lot coverage allowed per zoning district:           %

Lot coverage existing: \_\_\_\_\_ sq. ft.  
Lot coverage proposed: \_\_\_\_\_ sq. ft.  
Lot coverage existing & proposed: \_\_\_\_\_ sq. ft.  
Percentage of lot coverage existing and proposed: \_\_\_\_\_ %

10. Label the front, side and rear minimum building (MBL) lines. If restrictive covenants require larger setbacks and you want to identify that line also, note them "per restrictive covenants";
11. If utilities are being proposed, identify the connections to existing water and sewer systems. If the site is served by a septic system, show any/all existing or proposed tanks, pipes and drain fields and repair areas. Although not required, it is recommended that the location of any/all existing utilities be identified even when no adjustments or new lines are proposed;
12. If a pool is being proposed, identify the required fencing and add a statement that the pool and associated requirements for draining, covering and/or fence latching requirements will be completed in accordance with any/all local, state or federal laws; and
13. Any other information needed to ensure compliance/adequately review the proposal (example: information to determine landscaping, parking, signage, bufferyard or any other requirements (when applicable)).
14. If a plot plan approval is denied, the reasons for this action shall be communicated to the applicant in writing. A revised plan may then be submitted in the manner of a new application or the applicant may follow the appeals process found in Section 124. Board of Adjustment.

D. **Pre-Submittal Conference** (optional). To minimize development planning costs, avoid misunderstanding or misinterpretation, and ensure compliance with the requirements of this ordinance, pre-submittal conferences between the applicant and the Technical Review staff is encouraged. Contact the Planning Division for additional information and scheduling.

E. **Site Plan Submission.** Plans and applications shall be submitted for review along with a reasonable fee as set in the fee schedule adopted by City Council. The number of plans, applications and submittal deadlines shall be determined by Planning and Development Services Department. Written copies of easements, covenants, agreements, deed restrictions, and any other documents which affect the property, either recorded or proposed for recordation may also be required.

Plans shall be submitted on bond, blueprint paper, vellum, or mylar having an outside boundary of 8 1/2" x 14", 11" x 17", 18" x 24", or 24" x 36," shall include a north arrow, shall be at a scale not smaller than 1"=100', and shall include the following, unless otherwise noted:

1. Vicinity Map indicating the location of the site and showing: the site and its relationship to at least two public streets nearest to the property, a north arrow, and the vicinity map scale;
2. Title block that contains the following information: development plan name; name, mailing address, and telephone number of site developer, property owner, and map preparer; a signed seal of the map preparer; date survey was made; any/all revision dates; and a graphic scale bar;
3. Legend identifying all symbols used on the map;
4. Site Data Block of Features (all applicable information is to be included in one block):
  - existing use(s);
  - proposed use(s);
  - square footage of existing building(s);
  - square footage of proposed building(s);
  - total square footage (existing);
  - total square footage (proposed);
  - site zoning;
  - total acreage;
  - acreage of land to be disturbed/exposed;
  - acreage in active recreation space;
  - acreage in open space;
  - note stating whether dedicated land will be public or private, when required;
  - number of lots existing;
  - number of lots proposed;
  - minimum lot size;
  - average lot size;
  - number of units (dwelling, commercial);
  - ownership status (rental, condominiums, etc.);
  - density;
  - number of parking spaces required;
  - number of parking spaces existing;
  - number of compact car parking spaces allowed;
  - number of compact car parking spaces proposed;
  - total number of parking spaces provided;
  - calculation of existing vehicular accommodation area;
  - calculation of proposed vehicular accommodation area;
  - calculation of existing and proposed vehicular accommodation area;
  - calculation of all impervious surfaces:
  - impervious surface ratio;
  - calculation of required landscaping area;
  - calculation of required internal landscaped area;

- calculation of provided internal landscaped area;
  - calculation of provided external landscaped area;
  - calculation of required trees;
  - calculation of provided trees;
  - calculation of required shrubs;
  - calculation of provided shrubs;
  - map book and page numbers;
  - deed book and page number in which the lot is recorded in the Onslow County Register of Deeds;
  - the tax map and parcel number (to include the parcel identifier number, when available) from the Onslow County Tax Office; and
  - Any additional information as required.
5. Existing Features Map\* (scaled drawing using an engineer scale (1"=10', 1"=20', 1"=30', 1"=40', 1"=50', 1"=60' or 1" = 100') no smaller than 1"=100') Plan View:

**The following must be shown on all existing features maps, unless the information is deemed not necessary for the development proposal:**

- a. North arrow (~~true/grid/magnetic~~);
- b. Property boundaries, with metes and bounds labeled, control corner noted, survey tied to NCGS or USGS marker, intersection of adjoining property lines;
- c. Topography (minimum 2' contour intervals) and spot grades, where appropriate; wooded areas; water impoundments; water courses; other natural features; and floodway, floodplain, and AEC (Area of Environmental Concern), boundaries or a statement that the lot is not affected by a floodway, floodplain, or AEC;
- d. All buildings, buffers, easements, drainage facilities (topography, stormwater, manholes), utilities above and below ground, 2 nearest manholes to site with invert elevations and pipe sizes, valve boxes with depth to operating nut, and all other man-made features within 50 feet from the site;
- e. All dimensions of streets, roads, rights-of-way, pavement widths, driveways, curb cuts, and sidewalks on both sides of the street, within 125 feet from the site boundaries, and the distance to the closest street intersection from the site;
- f. Data block with the following information: existing use of the property, number of units, percentage of site devoted to open space (vegetated areas); and the zoning of the property;

- g. Structures and buildings on the site showing all setbacks from the site property lines, the square footage, dimensions, and building height; and
- h. Ownership and use of adjacent properties, indicating any traffic patterns and shared driveways.

\* Not required for single family dwellings and duplexes.

- F. **Type I Staff Approved (Administrative) plans** ~~must~~ shall be prepared in a manner ~~so that staff can ensure all applicable City standards are met. In some instances plans may have to be prepared by a land surveyor, engineer, landscape architect, or architect registered to practice in the State of North Carolina. This requirement will be determined by the Planning and Development Services Director.~~ If a recent (within 3 years) survey and site plan is available for the site and the applicant can certify that the information is true and correct, this plan may be used with the changes highlighted.

**Proposed Features** (scaled drawing using an engineer scale (1"=10', 1"=20', 1"=30', 1"=40', 1"=50', 1"=60' or 1" = 100' no smaller than 1"=100') Plan View:

**The following must be shown on all Type I site plans, unless the information is deemed not necessary for the development proposal:**

1. Project address;
2. North arrow;
3. Streets, rights-of-way (location, widths, radii, public/private, street names);
4. Property lines;
5. Include a site data block with the following information:
  - Zoning:
  - Maximum lot coverage allowed per zoning district: \_\_\_\_\_ %
  - Lot coverage existing: \_\_\_\_\_ sq. ft.
  - Lot coverage proposed: \_\_\_\_\_ sq. ft.
  - Lot coverage existing & proposed: \_\_\_\_\_ sq. ft.
  - Percentage of lot coverage existing and proposed: \_\_\_\_\_ %
6. Label the front, side and rear minimum building (MBL) lines. If restrictive covenants require larger setbacks and you want to identify that line also, note them "per restrictive covenants";

7. Public sidewalks, walkways (location, widths) , label as either existing or proposed. If proposed, note that it shall be constructed in accordance with the manual of specifications, standards and design (mssd), where applicable;
8. Driveway(s) (location), label existing or proposed. If proposed, note that it shall be constructed in accordance with the manual of specifications, standards and design (mssd), where applicable;
9. Structures (including accessory) showing location, label as either existing or proposed, number of stories, dimensions and setbacks;
10. Easements (location, width, purpose, public/private);
11. Utility layouts (connections to existing water and sewer systems If the site is served by a septic system, show any/all existing or proposed tanks, pipes and drain fields and repair areas); and
12. Swimming pool (if a pool is proposed, include the information required under Plot Plans)

**The following must be shown on all type i site plans except for a proposed single family dwelling or duplex:**

13. Driveways (widths, type surfacing, radii);
14. Structures (including accessory) access points, square footage, finish floor elevations, and construction materials;
15. All other sidewalks, walkways (location, widths);
16. Utility layouts (pipe profiles and service laterals, if critical);
17. Storm drainage facilities (including swales, culverts, curb inlets, pipes curb & gutter, retention/detention facilities and the sizes and locations of each facility), stormwater calculations (method);
18. Traffic flow patterns and stop conditions;
19. Parking layout (location, dimensions of typical space and aisles, delineation of all spaces, type surfacing, curbing, setbacks);
20. Refuse collection areas (location, type surfacing, screening, setbacks, and the pad detail);
21. Handicapped parking (location/delineation, dimensions), ramp(s) (location, dimensions, slope), building access;



22. Truck loading/unloading area (location, dimensions, type surfacing);
23. Fire lanes (location, dimensions, type surfacing);
24. Distances between buildings;
25. Locations of exterior lighting, fencing, privacy walls, freestanding signs, and exterior walls (including proposed materials for each);
26. Proposed topography (minimum 2' contour intervals or spot grades, where appropriate);
27. Natural features to be left undisturbed (including trees, ponds, wetlands with their location and size);
28. Proposed buffering (location, size at installation, quantity and species of all trees, shrubs, ground cover, and other related materials), when required;
29. Open space and/or recreation areas (locations, acreage, approximate dimensions, facilities, public/private status), when required;
30. Corner markers, and other reference points (concrete monuments, stakes, etc.);
31. Proposed landscaped areas (location, dimensions, quantity and species of all trees, shrubs, ground cover, and other related materials), when required; and
32. Any other information needed to adequately review proposal.

- G. **Type II City Manager Approved (Management) and Type III City Council Approved plans** shall be prepared by a land surveyor, engineer, landscape architect, or architect registered to practice in the State of North Carolina, as required by State law. If a recent (within 3 years) survey and site plan is available for the site and the applicant can certify that the information is true and correct, this plan may be used with the changes highlighted.

Proposed Features (scale no smaller than 1"=100;) Plan View:

**The following must be shown on all Type II and III site plans, unless the information is deemed not necessary for the development proposal:**

1. North Arrow;

2. streets, rights-of-way (location, widths, radii, public/private, street names);
3. sidewalks, walkways (location, widths);
4. driveways (location, widths, type surfacing, radii);
5. structures (including accessory) showing location, access points, number of stories, square footage, finish floor elevations, construction materials, and setbacks;
6. easements (location, width, purpose, public/private);
7. utility layouts (1. connections to existing water and sewer systems; and 2. pipe profiles and service laterals, if critical);
8. storm drainage facilities (including swales, culverts, curb inlets, and pipes, curb & gutter, retention/detention facilities and the sizes and locations of each facility), stormwater calculations (method);
- ~~9. utility layouts (pipe profiles and service laterals, if critical);~~
- ~~10. storm drainage facilities (curb & gutter, retention/detention facilities and the sizes and locations of each facility), stormwater calculations (method);~~
11. traffic flow patterns and stop conditions;
12. parking layout (location, dimensions of typical space and aisles, delineation of all spaces, type surfacing, curbing, setbacks);
13. refuse collection areas (location, type surfacing, screening, setbacks, and the pad detail);
14. handicapped parking (location/delineation, dimensions), ramp(s) (location, dimensions, slope), building access;
15. truck loading/unloading area (location, dimensions, type surfacing);
16. fire lanes (location, dimensions, type surfacing);
17. distances between buildings;
18. locations of exterior lighting, fencing, privacy walls, freestanding signs, and exterior walls (including proposed materials for each);

19. proposed topography (minimum 2' contour intervals or spot grades, where appropriate);
20. natural features to be left undisturbed (including trees, ponds, wetlands with their location and size);
21. proposed buffering (location, size at installation, quantity and species of all trees, shrubs, ground cover, and other related materials), when required;
22. open space and/or recreation areas (locations, acreage, approximate dimensions, facilities, public/private status), when required;
23. corner markers, and other reference points (concrete monuments, stakes, etc.);
24. proposed landscaped areas (location, dimensions, quantity and species of all trees, shrubs, ground cover, and other related materials), when required; and
25. any other information needed to adequately review proposal.

H. **Design Standards.** The following design standards must be adhered to before site plan approval can be granted:  
*(Amended 3/23/10)*

1. the proposed use/structure complies with all zoning district requirements (i.e. driveway locations, parking requirements, signage, area regulations, etc.);
2. that all drainage and utility easements, rights-of-way, and facilities be dedicated and recorded at the Onslow County Register of Deeds as required by the City Public Services Department;
3. the water and sewer system to be utilized by the site and all improvements relating to the connection to the system meet all requirements of the Public Services Department and the Manual of Specifications, Standards and Design (MSSD);
4. the fire flow demand not exceed available water supply and that fire hydrant locations conform with ISO standards;
5. the proposed site has been legally subdivided or its creation predate its inclusion in the City of Jacksonville planning jurisdiction;
6. public sidewalks will be constructed, as per City standards per the Manual of Specifications, Standards and Design (MSSD) and in accordance with

- the City's adopted Bicycle and Pedestrian Plan;
- 7. the drainage system to be utilized by the site and all improvements relating to the connection to the system meet all requirements of the Public Services Department and the Manual of Specifications, Standards and Design (MSSD);
- 8. the proposed improvements conform to "The Flood Damage Prevention Ordinance" and "The Soil and Sedimentation Control Ordinance" as adopted and administered by the City of Jacksonville and/or State of North Carolina;
- 9. that all elements of the development plan meet the applicable standard for design and construction as specified in the Manual of Specifications, Standards and Design (MSSD), latest revisions;
- 10. that traffic patterns be designed such that accessibility for solid waste removal, emergency vehicle access, and traffic generated by the site can be accommodated in a safe and orderly manner and that separated access is provided when more than 80 dwelling units or more than 20,000 square feet of office/commercial space are being served unless otherwise approved by City Council; and
- 11. the storage of any hazardous materials conforms to applicable local, state, and federal standards and that a listing of hazardous materials be submitted to the fire marshal.

**I. Type I (Administrative) Plan Review Procedure - Approved by staff.**

- 1. Within 8 working days of the submittal date, the necessary Technical Review Committee members shall review the plans and make a determination to approve or disapprove plans based on City codes, ordinances and adopted plans.
- 2. If it is determined that more information is needed or that a significant number of changes must be made before the plan can be approved, the applicant shall make the necessary changes; and re-submit the plans. All re-submissions shall contain a list of the changes made. A new 8-day review period may begin on the date of the re-submission.
- 3. Once approval becomes final, the Planning Division shall create certified copies of the approved plan. Approved copies will be given to the applicant or their agent and to the ~~Director of Planning and Development Services~~ Director to be retained in the permanent files of the City.
- 4. If plan approval is denied, the reasons for this action shall be communicated to the applicant in writing. A revised plan may then be submitted in the manner of a new application or the applicant may follow

the appeals the Planning Department's decision to Planning Board and City Council process found in Section 124. Board of Adjustment.

5. Building permits may be issued once the plan is approved.

**J. Type II (Management) Plan Review Procedure - Approved by City Manager.**

1. Within 15 working days of the submittal date, the Technical Review Committee (TRC) shall review the plans and make a determination to approve or disapprove plans based on Design Standards and any/all applicable codes and ordinances.
2. Staff approved plans shall be immediately reported to the City Manager and then to the City Council via the weekly Management Report. Approval shall become final unless further review is requested by a councilperson within five working days from date submitted to Council.
3. If it is determined that more information is needed or that a significant number of changes must be made before the plan can be approved, the applicant may withdraw the plans; make the necessary changes; and re-submit the plans. All re-submissions shall contain a list of the changes made. A new 15-day review period may begin on the date of the re-submission.
4. Once approval becomes final, the Planning Division shall create certified copies of the approved plan. Approved copies will be given to the applicant or their agent and to the Director of Planning and Development Services to be retained in the permanent files of the City.
5. If plan approval is denied, the reasons for this action shall be communicated to the applicant in writing. A revised plan may then be submitted in the manner of a new application or the applicant may follow the appeals the Planning Department's decision to Planning Board and City Council process found in Section 124. Board of Adjustment.
6. Building permits may be issued once the plan is approved.

**K. Type III Review Procedure for sites to be approved by City Council.**

1. Within 15 working days of the submittal date, the Technical Review Committee (TRC) shall review the plans and make a determination to approve or disapprove plans based on Design Standards and any/all applicable codes and ordinances.

2. If it is determined that more information is needed or that a significant number of changes must be made before the plan can be approved, the applicant may withdraw the plans; make the necessary changes; and re-submit the plans. All re-submissions shall contain a list of the changes made. A new 15-day review period may begin on the date of the re-submission.
3. The plan shall be forwarded and reviewed by the Planning Board. The Planning Board will provide comments and recommendations to the City Council for consideration. The City Manager shall schedule the application for Council consideration after Planning Board review.
4. The plan shall be reviewed by City Council and shall be approved if all design standards have been met.
5. In approving the development, the City Council may specify such conditions as it may deem necessary to execute the intent of the ordinance and assure maintenance of the conditions. Any such conditions shall be entered in the City Council minutes. Such conditions shall run with the land, and remain binding upon the original applicants and their heirs, successors, and assigns.
6. If the plan is approved, this fact shall be entered in the City Council minutes and appropriately certified copies of the approved site plan shall be delivered to the applicant and ~~Director of Planning and Development Services~~ Director to be retained in the permanent files of the City.
7. If plan approval is denied, the reasons for this action shall be entered in the City Council's minutes and communicated to the applicant. A revised plan may then be submitted in the manner of a new application.
8. If plan approval is denied, the reasons for this action shall be communicated to the applicant in writing. A revised plan may then be submitted in the manner of a new application or the applicant may follow the appeals process found in Section 124. Board of Adjustment.

**L. Compliance:**

1. In the event of failure to comply with an approved site plan or condition related thereto, the plan shall immediately become void and of no effect, no further permits for construction or compliance shall be issued and existing permits may be suspended or revoked by the ~~Director of Planning and Development Services~~ Director.
2. Expiration:

A. Site Plan approval shall automatically expire after two years of its approval if:

1. No Building Permit associated with the development is approved;
2. A Building Permit for at least some portion of the development is approved, but expires prior to construction;
3. A Building Permit for at least some portion of the development is approved and construction is completed, but good and substantial progress on the undeveloped portion of the lot or site subject to Site Plan approval ceases for a period of one year or more.

B. Upon written request submitted at least 30 days before expiration, and upon determining that any un-constructed portions of the site plan continue to conform to applicable regulations, the ~~Director of Planning and Development Services~~ Director may grant a one-year extension of the time period, and the City Council may grant subsequent one-year extensions of the time period.

C. A change in ownership of the land shall not affect expiration time periods.

3. **Minor revisions of approved plans:**

A. Type I Plan: The ~~Director of Planning and Development Services~~ Director, after consultation with appropriate city staff, may approve applicant requests for minor revisions to approved site plans. Minor revisions shall be limited to changes that the ~~The Director of Planning and Development Services~~ Director determines would not:

1. Increase the density of residential development or gross square footage of nonresidential development;
2. Increase or decrease the number of building stories;
3. Materially alter the drainage, streets, or other engineering design;
4. Adversely impact stormwater quality or stormwater quantity management;
5. Substantially affect the terms of the original approval; or
6. Result in significant adverse impacts on the surrounding properties or the city at large.

B. Type 2 and 3 Plans: The City Manager, after consultation with appropriate city staff, may approve applicant requests for minor

revisions to approved site plans. Minor revisions shall be limited to changes that the City Manager determines would not:

1. Increase the density of residential development or gross square footage of nonresidential development;
2. Increase or decrease the number of building stories;
3. Materially alter the drainage, streets, or other engineering design;
4. Adversely impact stormwater quality or stormwater quantity management;
5. Substantially affect the terms of the original approval; or
6. Result in significant adverse impacts on the surrounding properties or the city at large.

#### 4. **Amendments**

A site plan may be amended, extended, or revised only in accordance with the procedures and standards established for its original approval.

#### M. **Appeals.**

An applicant may appeal any decision of the Planning Director to the City Council and any decision of the City Council to the in accordance with Section 124. Board of Adjustment.

### **Section 115. Screening, ~~and~~ Bufferyard and Lighting Standards.**

*(Amended 9/7/93)*

A. **Purpose.** The purpose of screening requirements is to add to the beautification of the city; to protect neighboring property values; and to improve vehicular safety by reducing the impacts of visual clutter. Guidelines are established for the use of bufferyards and screening in the City of Jacksonville and its extraterritorial jurisdiction.

#### B. **Benefits of Bufferyards.**

1. Bufferyards reduce the transmission from one land use to another of noise, dust, glare, trash, odors, overcrowding and traffic.
2. Bufferyards can reduce visual pollution that may otherwise occur within an urbanized area.
3. Bufferyards can establish a greater sense of privacy from visual or physical intrusion, the degree of privacy varying with the intensity of the bufferyard.
4. Vegetation produces oxygen and reduces the carbon dioxide content of the air.



5. Vegetation transpires considerable amounts of water each day.
6. Vegetation helps neutralize ~~wastewater~~ surface water runoff passing ~~from the~~ surface to groundwater tables.
7. Vegetation, through root systems, stabilizes groundwater tables.
8. Vegetation, through root systems, conserves soil, prevents erosion and helps control flooding.
9. Vegetation makes urban life more comfortable by providing shade and cooling the air and land.
10. Bufferyards encourage the preservation of existing vegetation.
11. Bufferyards increase the value of surrounding property.

C. **Definitions.**

1. **Adjacent lot** shall mean any lot which has a common boundary with the subject lot.
2. **Alternative design** shall mean a buffer design, though not specifically identified within the standards, which by mutual agreement, is equal to or exceeds the intent of the screening requirements.
3. **Bufferyard** shall mean a unit of required yard which is a combination of land and physical barriers such as fencing, plant materials, and earthen berm which separate various land uses.
4. **Built opaque fence/wall** shall mean a vertical structure at least 6 feet in height constructed of cedar, masonry, redwood, or pressure treated lumber resistant to rot, that is opaque when viewed from a 90 degree angle directly in front of and behind the fence/wall. Fence installation should be consistent with acceptable building practices. The fence/wall shall be the natural color of the material used to build the fence/wall or an earthen tone, a shade of brown, forest green, or beige, and shall be an unadorned, solid color.  
*(Amended 8/1/89)*
5. **Earthen berm** shall mean a mound of earth that ~~has a minimum height of 4 feet, a maximum slope of 2:1, and a minimum crown width of 2 feet~~ complies with the standards setforth in the Manual of Specifications Standards and Design (MSSD).
6. **Growing season** shall mean the period from April to October of each calendar year.
7. **Large shrub** shall mean shrub type vegetation with a typical height at maturity of between six and eight feet.

8. **Large tree** shall mean a tree with a typical height at maturity of 25 feet or more.
9. **Opaque Fence/Wall for Refuse Collection Areas** shall mean a vertical structure at least 6-feet in height or the height of the dumpster, whichever is greater. The fence/wall shall be constructed of cedar, masonry, redwood, pressure treated lumber resistant to rot, or other suitable material as determined by the Planning Administrator, that is opaque when viewed from a 90 degree angle directly in front of and behind the fence/wall. The fence installation should be consistent with acceptable building practices and shall be an unadorned, solid color or a façade that is consistent with the primary structure. Opaque fencing/walls shall be constructed to City standards per the Manual of Specifications, Standards and Design (at a minimum). Six (6) foot high fences shall be built according to the same detail as the Eight (8) foot fence; however, it shall be reduced by two feet while keeping the same proportions. Chain link fencing is prohibited.  

*(Amended 5/21/02),*

*(8/4/2004), (1/8/2008)*
10. **Screening** shall mean the required built and/or plant material located in the bufferyard for the purpose of visually separating different land uses.
11. **Small business customers** a small business as defined within the Jacksonville City Code and determined by the Public Services Department.
12. **Small shrub** shall mean shrub type vegetation with a typical height range at maturity of between one and six feet.
13. **Small trees** shall mean trees with a typical height range at maturity of between 10 and 25 feet.

**D. Location of Bufferyards.**

Bufferyards should be located on the outer perimeter of a lot or parcel, extending to the lot's boundary line. Bufferyards may be located in whole or in part within any required front, side, and backyard setbacks. Bufferyards shall not be located on any portion of a public or private road right-of-way.

**E. Responsibility for Development of a Bufferyard.**

1. The property owners of the developing land use shall be responsible for submitting a bufferyard plan to the Planning Division ~~Department~~ and for providing and maintaining the required bufferyard and screening. If the replacement of screening material becomes necessary to continue its effectiveness, the property owner is responsible for such replacement.

If a single family detached residential structure builds next to an existing nonresidential structure, the residence is not required to erect a bufferyard.  
*(Amended (8/1/89)*

2. When screening for outdoor storage is required, the owner\ tenant\ occupant shall be required to submit a bufferyard plan to the ~~Zoning Administrator~~ Planning Division and to install and maintain the required bufferyard and screening.  
*(Amended 9/7/93)*

**F. Maintenance of a Bufferyard.**

**1. Vegetation.**

The property owner shall be responsible for maintaining all vegetation required by this section in a healthy condition. Any dead, unhealthy or missing vegetation shall be replaced upon written notice of noncompliance by the ~~Planning Department~~ Planning Division to insure compliance with all bufferyard requirements. Replacement must occur upon notification by the ~~Planning Department~~ Planning Division of any dead, unhealthy or missing vegetation and shall be planted in accordance with the provisions of this section. Replacement shall occur at the earliest suitable planting season.

**2. Fence.**

No fence shall have more than twenty (20) percent of its surface area covered with disfigured, cracked or missing materials or peeling paint for a period of more than thirty (30) successive days. No fence shall be allowed to remain with bent or broken supports or be allowed to stand more than fifteen (15) degrees away from the perpendicular for a period of more than thirty (30) successive days. Support structures of the fence/wall, other than those used to enhance its appearance, shall be seen, if at all, by the use responsible for building and maintaining the buffer and not by the adjacent use. *(Amended 8/1/89)*

**G. Types of Screenings.**

1. **Type "A".** This type is intended to exclude all visual contact between uses and to create a strong impression of spatial separation. Type "A" Screening shall consist of a screen that is opaque from ground level to a height of at least 6 feet, with a lesser amount of up to 30 feet above ground surface. Such a screen may be composed of various combinations of wall, fence, planted vegetation, and existing vegetation.

## Type "A" Screen

MINIMUM PLANTS PER 100 LINEAR FEET		
SCREENING MATERIAL	BUFFERYARD WIDTH OPTIONS	
	10-19 FT.	20-30 FT. OR MORE
Large trees (deciduous or evergreen)	4	4
Small trees (deciduous or evergreen)	6	6
Large Shrubs (evergreen only)	0	25
Built opaque fence, berm, or wall or combination thereof (6' height minimum) covering entire length of bufferyard	required	Optional Required
<b>MINIMUM AMOUNT OF REQUIRED SCREENING MATERIAL PER 100 LINEAR FEET TOTAL</b>	10 trees plus fence or wall	10 trees plus 25 large shrubs

2. **Type "B"**. This type is intended to partly block visual contact between uses and to create a strong impression of spatial separation. Type "B" screening shall consist of a screen that is opaque from ground level to a height of at least 3 feet, with intermittent visual obstructions from 3 feet up to 30 feet above ground surface. Such a screen may be composed of various combinations of wall, fence, planted vegetation, and existing vegetation.

## **Type "B" Screen**

MINIMUM PLANTS PER 100 LINEAR FEET		
SCREENING MATERIAL	BUFFERYARD WIDTH OPTIONS	
	10-19 FT.	20 FT. OR MORE
Large trees (deciduous or evergreen)	———2	———2
Small trees (deciduous or evergreen)	———3	———3
Small Shrubs (evergreen only)	———0	———25
Built opaque fence or wall (3' height minimum) covering entire length of bufferyard	——required	——optional
<b>MINIMUM AMOUNT OF REQUIRED SCREENING MATERIAL PER 100 LINEAR FEET ——— TOTAL</b>	5 trees plus fence or wall	5 trees plus — 25 small shrubs

### 3. **Type "GB"**

*(Amended 9/7/93)*

\_\_\_\_\_ A type "B" buffer shall be required for commercial sites along US Highway 17, NC Highway 24, Old Bridge Street (SR 1402), US Highway 258, Bell Fork Road (SR 1308), Gum Branch Road (SR 1308), and Western Boulevard (SR 1470) when any of the following types of outdoor storage are visible from a public right-of-way:

- a. \_\_\_\_\_ Any junk located within 200 feet of any public right-of-way;
- b. \_\_\_\_\_ Commercial salvage yards, automobile yards, and junkyards;
- c. \_\_\_\_\_ Any disassembled, wrecked, inoperable, cannibalized, junked or abandoned vehicle not currently awaiting repairs and which is located within 200 feet any public right-of-way;
- d. \_\_\_\_\_ Any disassembled, wrecked, inoperable, cannibalized boat or boat trailer, not currently awaiting repairs, within 200 feet of any public right-of-way;

- e. Any disassembled, inoperable, used or cannibalized appliance which is located within 200 feet of any public right-of-way;
- f. Any used, non-reconditioned manufactured home which is located within 200 feet of any public right-of-way;
- g. Any building materials, equipment, vehicles, or any type of junk located on the site of a contractor's office and/or storage lot within 200 feet of any public right-of-way (not including building supply establishments); and,
- h. Any damaged, and/or unrepairable vehicle tire which is located within 200 feet of any public right-of-way.

**Opaque Fence.** The Type "CB" screening shall consist of a fence that is opaque from ground level to the height required. The height of the fence shall be such that the height of any stored materials may not exceed the height of the fence; however, no fence may be lower than 6 feet.

**Vegetation.** Vegetation is required between the fence and right-of-way to accent the required opaque fence. The Type "CB" screening shall consist of 25 small and 3 large evergreen shrubs (no tree substitutes permitted) per 100 linear feet of screen required. An alternative design may be submitted in lieu of the specific requirements stated herein for approval by the landscape superintendent. Landscaping is not required in front of an entrance gate.

\*When the fence or wall is to be located more than 50 feet from the street right-of-way only one-half of the vegetation is required.

**Additional Requirements.** The following are additional requirements for the Type "CB" screen:

- i. Tarpaulins, tents or other temporary screens are not acceptable screening materials; and
- ii. The fence shall be set back from the road or street right-of-way a distance of five feet but may be no closer than 10 feet from the edge of pavement. No part of any screen shall impede the visibility at driveways.
- iii. Junk or other materials required to be screened shall not be used to support the screening materials or comprise part of the screen itself.

#### 4. **Exceptions:**

- a. **~~Option to build fence.~~** For both "A" and "B" type screen if the option to build an opaque fence within a 20 foot or greater bufferyard is selected, the planting requirement becomes the same as for a 10-19 foot bufferyard.
- b. **Alternative designs.** Where proposed by the developing use, or where recommended by the Planning Department Division, and where such proposal or recommendation is acceptable to both parties, alternative designs may be provided in lieu of the specific requirements stated herein. Alternative designs may include, but are not specifically limited to:
  - i. **Landscape earthen berm** or combinations of berm and shrubs meeting the specified minimum height requirements. The amount of vegetation may be reduced by up to 50 percent if an earthen berm is provided.
  - ii. **Natural buffers** of a width and density that, during all seasons, insure the screening intents herein.
  - iii. **Drainage corridors** with vegetated banks and adjacent areas which meet the screening intents herein.
  - iv. **Substitutes of trees for shrubs.** One small tree may be substituted for four shrubs. If more than 8 feet is available, then one large tree may be substituted for 4 shrubs.
  - v. **Other alternative designs** which will insure the screening intent of these standards will be acceptable.
- c. **Driveways and street intersections.** To insure that landscape materials do not constitute a driving hazard, a sight distance as defined in the Zones and Boundaries Section of this Ordinance will be observed at all street intersections or intersections of driveways with streets. Within this sight triangle, no landscape material, fencing or berm exceeding 30 inches above the adjacent street shall be permitted.

Nonconcurrence of any proposed alternative design, as determined by the Planning Division Department, will mean automatic rejection unless otherwise approved through the appeals process.

#### H. **Required Screening Types Between Adjacent Land Uses**

The type of Screening is required, either "A" or "B" is determined by based on the category of land uses adjacent to the proposed use as:

1.	Categories of Land Uses	Symbol
a.	low and moderate density residential uses less than 6 units/acre - excluding mobile home parks	R-LD
b.	high density residential, 6 or more units/acre, group housing and mobile home parks	R-HD
c.	public recreational and public institutional (including schools and churches)	PI
d.	commercial, industrial including retail, office, wholesale, manufacturing, storage, and utilities uses	BUS

2. **Type of Screening Required Between Adjacent Land Uses**

	R-LD	R-HD	PI	BUS
<b>R-LD</b>	None	A	B A	A
<b>R-HD</b>	A	None	B A	A
<b>PI</b>	B A	B A	None	B A
<b>BUS</b>	A	A	B A	None



3. **Adjacent Vacant Lot.** When developing a use directly adjacent to a vacant lot or parcel, then the developing property owner shall not be required to provide a bufferyard. At the time the vacant lot is developed, the owners of said lot shall provide all screening and bufferyard requirements between the two uses.

I. **Screening Required for Outdoor Storage.** ~~\_\_\_\_\_~~ *(Amended 9/7/93)*

1. ~~Screening shall be required for commercial sites along US Highway 17, NC Highway 24, Old Bridge Street (SR 1402), US Highway 258, Bell Fork Road (SR 1308), Gum Branch Road (SR 1308), and Western Boulevard (SR 1470) when any of the following types of outdoor storage are visible from a public right-of-way:~~
  - a. ~~Any junk located within 200 feet of any public right-of-way;~~
  - b. ~~Commercial salvage yards, automobile yards, and junkyards;~~
  - c. ~~Any disassembled, wrecked, inoperable, cannibalized, junked or abandoned vehicle not currently awaiting repairs and which is located within 200 feet any public right-of-way;~~
  - d. ~~Any disassembled, wrecked, inoperable, cannibalized boat or boat trailer, not currently awaiting repairs, within 200 feet of any public right-of-way;~~
  - e. ~~Any disassembled, inoperable, used or cannibalized appliance which is located within 200 feet of any public right-of-way;~~
  - f. ~~Any used, non-reconditioned manufactured home which is located within 200 feet of any public right-of-way;~~
  - g. ~~Any building materials, equipment, vehicles, or any type of junk located on the site of a contractor's office and/or storage lot within 200 feet of any public right-of-way (not including building supply establishments); and,~~
  - h. ~~Any damaged, and/or unrepairable vehicle tire which is located within 200 feet of any public right-of-way.~~

J. **Requirements for Refuse Collection Areas.** *(Amended 5/21/02)*

1. **Applicability.** Screening is required for all refuse collection areas.
2. **Location Requirement.** A location for refuse collection shall be shown on all site plans. An area specifically designated for recycling is also strongly

recommended and in some cases required per North Carolina General Statutes. *(Amended 8/4/2004) and (1/8/08)*

3. **Exemptions:** Unmanned uses (e.g. public or private utilities such as power, water or communication facilities and cemeteries) that do not generate any refuse. If a refuse collection area is provided then the requirements of this section shall apply. *(Amended 11/18/03) (Amended 8/8/07)*
4. **Screening Requirement:** Refuse collection areas shall be screened on 3 sides by an opaque fence/wall so that it is not visible from any public or private right of way. In rare circumstances where site conditions support the refuse collection area(s) facing a right of way, the 4<sup>th</sup> side would require screening in the form of an opaque gate (chain link fencing is prohibited). Collection areas shall be designed so that the waste removal trucks can access the containers. *(Amended 8/4/2004)*
5. **Setback Requirements:** Refuse collection area shall be set back at least 5 feet from the side and rear property line and shall not be closer to any street right of way than the wall(s) of the primary structure. *(Amended 9/21/2004) and (1/8/2008)*
6. **Surface/Pad Detail Requirements:** Refuse collection areas shall be constructed to City standards per the Manual of Specifications, Standards and Design. (If more than one container is needed, the collection area shall be based on the detail multiplied by the number of containers needed.) *(Amended 9/21/2004) (Amended 8/7/07) (Amended 1/8/2008)*
7. **Other Requirements:** Refuse collection areas that serve restaurants or other use(s) that the Public Service Department determines necessary, shall drain to the sanitary sewer through a grease trap or other approved method as deemed appropriate by the Public Service Department. *(Amended 1/8/2008)*
8. **Modifications:** Any modifications to existing refuse collection areas shall comply with the requirements of this section. *(Amended 1/8/2008)*
9. **Administrative Flexibility:** The City Council recognizes that due to the particularities of any given development, the inflexible application of Part J above may result in a development that is unable to fully comply with the standards herein. Therefore, the Planning Administrator may grant flexibility when an existing development has insufficient land available, an unsafe condition would be created or other extenuating circumstances exist.

Whenever flexibility is granted, the reasons for granting the flexibility and specific screening requirements that are imposed shall be documented. In addition, the Planning Administrator may impose specific conditions to any flexibility granted. *(Amended 1/8/2008)*

**K. Plant Materials Used in Bufferyards.**

Generally accepted principles of landscape plant material installation and construction shall be followed.

1. **Minimum Size of Installed Plants.** At installation, large trees shall be a minimum of 8 feet high; small trees between 4 and 6 feet high; small shrubs not less than 15 inches high; and large shrubs not less than 24 inches high. All trees must have a minimum 1-inch caliper when planted.
2. **Existing Plant Material.** The property owner shall make reasonable effort to preserve existing plant material if it contributes to the required screening and to preserve significant trees. Where natural growth of sufficient height and density serve the same purposes as the required buffer, then the natural growth may fill screening requirements.

**L. Further Bufferyard Requirements.**

1. **Seeding.** All bufferyard areas that are not landscaped shall be seeded with lawn unless ground cover is already established.
2. **Encroachment.** Among other things, bufferyards may not be encroached upon by vehicular areas (except common access drives), buildings, exterior storage, dumpsters or mechanical equipment unless otherwise provided.

Encroachment by stormwater detention ponds may occur subject to the approval of the City of Jacksonville. Any plant materials placed within stormwater storage areas shall be of a variety that will survive periodic flooding.

3. **Recreational Use.** A bufferyard may be used for passive recreation; it may contain pedestrian or bike trails, provided that: a) no plant material is eliminated, b) the total width of the bufferyard is maintained, and c) all other regulations of the ordinance are met. In no event, however, shall active recreational uses such as play fields, swimming pools, or tennis courts be permitted in bufferyards.
4. **Easement.** No vegetative screening or barrier required by this section shall be planted on property subject to utility or drainage easements without the consent of the Public Works and/or Public Utilities Departments and the easement holder.
5. **Solar Access.** If the development on the adjoining use is existing, and is designed for solar access, small trees shall be substituted for large trees where large trees would destroy solar access.

6. **Future Thoroughfare.** Required landscaping materials, fencing and berm shall not encroach within projected future thoroughfare rights-of-way.
7. **Shopping Centers, Condominium/Townhouse.** Bufferyards are required only along exterior property lines of the project for shopping centers and condominium/townhouse type developments.
8. **Solid Wall.** A building wall of solid construction (wood, masonry, etc.) that is without openings, access, protrusions, mechanical equipment, etc., may be used to satisfy the fencing requirements of this article along those areas where the building exists. There shall be no breaks or separations between fencing and building walls along property lines where a combination of fencing and building walls are used to satisfy the requirements of this section.

M. **Lighting.**

Unless exempted in conjunction with a special use permit, lighting shall be limited to the following when adjacent to a different type of land use as identified in this section:

1. Lighting shall be prohibited in required bufferyards;
2. Light poles shall not exceed 14 feet in height; and
3. Luminaries shall be designed to "dark sky standard."

N. **Compliance.**

1. **Certificate of Occupancy.** No certificate of occupancy for any construction or renovation shall be approved by the zoning administrator until the required screening buffer is installed in accordance with the approved plan.
2. **Second Inspection.**
  - a. **Time.** A second inspection shall be completed during the second growing season after installation.
  - b. **Purpose.** To determine if sufficient progress toward full compliance has been made. Sufficient progress shall mean that at a minimum all the following conditions have been met:
    - i. all plant material used for screening purposes is healthy, and producing foliage normally.
    - ii. with normal growth, the specified screening standard can reasonably be expected to be achieved within five growing seasons from time of installation.
    - iii. all built structures used for screening are well maintained and in good condition.

3. Prior to the installation of a type "EB" screen for outdoor storage, a bufferyard plan to include the area of the storage area(s) and the specific type of fence and plantings shall be submitted to the zoning administrator for approval. This plan may be prepared by the applicant and does not have to be prepared by a licensed surveyor, landscape architect, etc. The purpose of the plan is to avoid any misunderstanding/ misinterpretation of the requirements before the applicant spends any time/money on the installation of the bufferyard.
  - a. **New construction.** No certificate of occupancy for any construction or renovation shall be approved by the zoning administrator until the required screening buffer is installed in accordance with the approved plan.
  - b. **Existing sites.** Screening requirements as stated herein shall be installed for all outside storage areas within the City of Jacksonville planning jurisdiction within 6 months from the date of the adoption of this ordinance or within 6 months of any new areas being included in the planning jurisdiction.
4. **Additional Inspection.** Additional inspections shall be made, as needed, to assure compliance with this section.
5. **Penalty for Non-compliance.** Failure to maintain the plantings and/or fences in good condition shall constitute a violation of the City Code. A written notice of non-compliance will be sent to the property owner. He will then be given a reasonable amount of time, at the discretion of the zoning administrator, to correct the violation.  
*(Amended 9/7/93)*

O. **Appeals Process.**

The Board of Adjustment shall hear and decide appeals from and review any order, requirement, decision, or determination made by the zoning administrator in the enforcement of this ordinance. It shall also hear and decide all matters referred to it upon which it is required to pass under this ordinance. The concurring vote of 4 members of the Board shall be necessary to reverse any order, requirement, decision or determination of the zoning administrator to decide in favor of the applicant any matter upon which it is required to pass under this ordinance, or to affect any variation of this ordinance.

Such appeal from the zoning administrator shall be taken within such time as shall be prescribed by the Board of Adjustment by general rule, by filing with the zoning administrator, from whom the appeal is taken, and by filing with the Board of Adjustment a notice of appeal. The zoning administrator from whom the appeal is

taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

An appeal stays all proceedings in furtherance of the action appealed from, unless the zoning administrator from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent perils to life, or property, in which case proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the Board of Adjustment or by a court of record on application on notice to the zoning administrator from whom the appeal is taken and on due cause shown.

The Board of Adjustment shall fix a reasonable time for the hearing of the appeal and give due notice thereof to the parties, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.

**P. Bufferyard Plan.**

1. **Bufferyard Plan Contents.** Prior to the issuance of a building permit, an applicant must propose and receive approval for a bufferyard plan. The applicant must submit a bufferyard plan drawn to scale to the zoning administrator indicating the following information:
  - a. screening type required (A ~~or~~ B);
  - b. existing and proposed buildings, drives, parking areas, exterior storage areas, dumpsters, stormwater detention areas (if applicable) and accessory structures (if applicable);
  - c. location of existing and proposed planting areas and type of vegetation that will be used to comply with the bufferyard requirements, including the species (identified by common and scientific name), height at maturity, caliper (the single stem trees only) at maturity, and spacing of all vegetation;
  - d. existing and proposed physical barriers used to comply with the bufferyard requirements; and
  - e. all surrounding existing land uses and zoning classifications.
2. **Special Cases.**
  - a. In the event that the owner/developer has not established a bufferyard plan at the time a building permit is requested, then a building permit may be issued subject to providing all information required in the appeals process above except for the specific information on proposed vegetation and physical barriers.

- b. Temporary certificates of occupancy may be issued only after a detailed bufferyard plan indicating the required bufferyards has been submitted and approved by the City Planning Staff.
- c. Bufferyard plans shall require approval by the Planning Department. Recommendations on the proposed bufferyard may be obtained from the zoning administrator or landscaping superintendent.
- d. In order for a final certificate of occupancy to be issued, all vegetation, fencing and berm required by this section shall be in place. Also written certification from the installer stating that the vegetation has been installed in accordance with the approved bufferyard plan must be submitted to the Planning Department.
- e. A developer of a subdivision may either submit a bufferyard plan for each lot or one for the entire subdivision. Should he/she submit one plan for the entire subdivision, he may either install the entire bufferyard at once or install the bufferyard requirements for each lot in conjunction with the building permit issuance for that lot.

Q. **Allowable ~~Variances~~ Deviations to Bufferyard Requirements.**

~~Variances~~ Deviations may be granted in the bufferyard plan review process through negotiation or may be approved (if approval is granted) by ~~the Planning and City Council~~ in conjunction with a special use permit. ~~The variance~~ Deviations may be approved only if the following findings are made:

- 1. **Hardship Cases.** There are practical difficulties or unnecessary hardships in carrying out the strict letter of the ordinance because of one or more of the following conditions:
  - a. unusually narrow (less than ~~ten~~ thirty feet) sections of land available for planting within the back and/or side yards because of existing permanent structures, existing paving, or natural features;
  - b. specialized land uses such as radio and television towers, airports, etc. where strict adherence to the screening standard would significantly interfere with the function of that use or would create a public safety problem;
  - c. difficulties arising from the recorded platting or deeding of land prior to the adoption of this ordinance; ~~or~~
  - d. a strip of existing vegetation, dense enough to satisfy capacity requirements, making added buffering unnecessary;

- e. Irregular shaped lots;
  - f. Lots less than one (1) acre in size; or
  - g. Lots with less than two hundred (200) feet in depth.
- 2. Approval of the variance will not endanger public health/safety if located and installed according to the application and plan as submitted and approved.
  - 3. Approval of the variance will not substantially injure the value of adjoining or abutting property.
  - 4. Use of the property otherwise meets all required conditions and specifications.

**Sections 116-117. Reserved**

**BE IT FURTHER ORDAINED** by the City Council of the City of Jacksonville that the Zoning Ordinance may be appropriately reorganized and/or renumbered in the order to set the provisions of this text change in a logical and orderly fashion. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

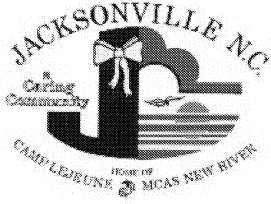
This ordinance shall be in full force and effective upon its adoption. Adopted by the Jacksonville City Council in regular session on this 19<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk





# Planning Board Minutes – March 14, 2011

Agenda Item:	<b>2</b>
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Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 112 Site Plans – Plot plans, Accessory Buildings, Building Expansions and Site Plan Thresholds

In December 2007 the drafting process of the Unified Development Ordinance (UDO) commenced. Module #1 of the draft UDO included the different development review processes and thresholds. As the UDO is currently drafted, the thresholds for triggering the different types of site plans would be adjusted which would allow staff to approve larger developments (square footage). Then during the fall of 2010, a Building Development Ad-hoc Committee was formed. This committee included City staff and members of the development, surveying and engineering community. This committee analyzed and discussed the City's development review processes. One of the main topics was the site plan approval process and the timing of these approvals. The committee members agreed that some adjustments should be considered.

As a result, staff has drafted a zoning text amendment that would amend Section 112 Site Plans of the City of Jacksonville Zoning Ordinance. These changes include: Staff approval for larger site developments (square footage), exemptions adjustment, creation of plot plan standards, created an opportunity to eliminate certain site plan requirements when the information is not necessary, adjustment to the appeals process and elimination of the Special Use Permit requirement for developments larger than 25,000 square feet.

Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. Notifications in accordance with North Carolina Statutes will be followed. Staff is recommending approval of the zoning text amendment as presented.

Mr. Spring wanted some clarification on some things done in the past and what they would have fallen under with this zoning text amendment. There was some explanation from Mr. King and Mr. Goodson regarding this text amendment. There were some concerns expressed by the board members present and wanted to know what the surveyors thought about this text amendment. Mr. John Pierce came up and stated that he would like to see the planning board members approve this zoning text amendment. Mr. John Parker came up and gave his input on the text amendment and stated that he was in agreement with it. Ms. VanderVere asked if this would the board approved this text amendment would it indicate that we are putting our trust in reviewing and approving plans. Mr. Goodson said yes. Mr. King stated that he thought that the board would be putting their trust in the zoning ordinance and staff. Mr.

Attachment
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<b>B</b>
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Spring wanted to know if this would make it easier for someone to come in and renovate an older building. Mr. King said absolutely.

Dr. Woodruff came up and discussed with the board his thoughts on this text amendment.

**Homer Spring moved to approve the zoning text amendment as presented.  
Pauline Joos seconded the motion.**

**The motion to approve the zoning text amendment as presented was  
unanimously approved by the Board Members present.**



# Request for City Council Action

Agenda Item:	<b>3</b>
Date:	4/19/2011

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**Subject:** Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 109 Sign Regulations & others

**Department:** Development Services

**Presented by:** Ryan King, Planning Administrator

**Presentation:** Yes

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## Issue Statement

Staff has drafted a zoning text amendment that would amend Section 109 Sign Regulations of the City of Jacksonville Zoning Ordinance. These changes include:

- 1) Removal of the 5 foot sign setback requirement; 2) Removal of sign approval in conjunction with site development plans; 3) Sign standards for College/Universities; 4) Creation of new standards for determining the amount of wall signage for all sites; 5) Modified sign orientation standards; 6) Modified illumination standards; and 7) Other minor adjustments to make the code more clearly understood.

The majority of these proposed changes were a result of the discussions City staff had with the local sign companies (Sign Ad Hoc Committee) during the fall/winter of 2010.

## Financial Impact

None

## Action Needed

Conduct Public Hearing

Consideration of the Zoning Text Amendment

## Recommendation

The Planning Board and City staff recommend Council adopt the Zoning Text Amendment at Attachment A.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Proposed Zoning Text Amendment Ordinance
- B April 11, 2011 Draft Planning Board Meeting Minutes



# Staff Report

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Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 109 Sign Regulations & Others

## **Introduction**

In October 2010, the City Manager established an ad hoc committee to work with City staff to identify problems, solutions, and improvements to the sign regulations of the City of Jacksonville. This committee included City staff and representatives from local sign companies.

As a result, staff has drafted a zoning text amendment that would amend Section 109 Sign Regulations and other sections of the City of Jacksonville Zoning Ordinance. These changes include: 1) Removal of the 5 foot sign setback requirement; 2) Removal of sign approval in conjunction with site development plans; 3) Sign standards for College/Universities; 4) Creation of new standards for determining the amount of wall signage for all sites; 5) Modified sign orientation standards; 6) Modified illumination standards; and 7) Other minor adjustments to make the code more clearly understood.

## **Procedural History**

- April 11, 2011 the Planning Board recommended approval of this text amendment.
- April 19, 2011, City Council will conduct a public hearing and consider this zoning text amendment.

## **Stakeholders**

- Sign Ad Hoc Committee – Committee that met during the fall of 2010 to analyze the City's sign regulations. Members included Ryan King, Abigail Barman, Ron Massey, Richard Woodruff, Vital Signs, Signs By Tomorrow, Newton Signs, K&L Signs and Sign Works.
- Business owners, churches, schools – Will benefit from regulations that are streamlined. Creates additional flexibility for sign orientation.
- City staff – Provides an easily understood and calculated sign allotment. This will result in a more streamlined permitting process (zoning).

## **Public Hearing Notification Assessment**

"Before adopting, amending, or repealing any ordinance authorized by this Article, the City Council shall hold a public hearing on it. A notice of the public hearing will be given once a week for two successive calendar weeks in a newspaper having general circulation in the

area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing.” Notifications in accordance with North Carolina General Statutes have been followed.

**Options:**

- 1) Adopt the zoning text amendment at Attachment A. **(Staff Recommended)**
  - Pros: An opportunity to make the sign regulations more understandable and simplify the existing code.
  - Cons: None
- 2) Defer action on the zoning text amendment.
  - Pros: Would allow staff time to acquire additional background information as requested by the City Council.
  - Cons: None
- 3) Deny the zoning text amendment
  - Pros: None
  - Cons: An opportunity to make the sign regulations more understandable and user friendly would be lost.

## ORDINANCE (# 2011- )

### AN ORDINANCE AMENDING THE CITY OF JACKSONVILLE ZONING ORDINANCE

**BE IT ORDAINED** by the Jacksonville City Council that Sections 10 Definitions, 70 Business Zone, 73 Business-1 Zone, 76 Business-2 Zone, 85 Industrial, and 109 Sign Regulations of the City of Jacksonville Zoning Ordinance be created and/or amended as follows: ~~Strikethrough~~ indicates the proposed deletion of text while underlining indicates a proposed addition to the text.

#### Section 10. Definitions

**Foot-candle.** A unit of luminance or illumination, equivalent to the illumination produced by a source of one candle at a distance of one foot and equal to one lumen incident per square foot.

**Signs.** Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this article.

- (8) *Freestanding Sign.* A sign that is attached to, erected on, or supported by some structure (such as a pole, mast, frame, or other structure) that is not itself an integral part of or attached to a building or other structure whose principal function is something other than the support of a sign. ~~A sign that stands without supporting elements, such as "sandwich sign," is also a free-standing sign. If the message is removed from a structure that was originally designed and used as a freestanding sign, this structure shall still be considered a sign.~~
- (10) *Monument Sign:* A two-sided freestanding sign ~~with an overall height of eight (8) feet or less,~~ which stands directly on the ground and where supporting poles or structures, if any, are enclosed by decorative covers.
- (13) *Portable Sign.* A sign ~~made of wood, metal, heavy plastics or similar substantial materials, illuminated or non-illuminated,~~ that is not permanently attached to the ground or a building ~~or that is designed not to be attached to the ground or a building (e.g. such as a mobile sign on wheels).~~
- (15) *Temporary Sign.* A sign that (i) is used in connection with a circumstance, situation, or event that is designed, intended, or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, ~~or (ii) is intended to remain on the location where it is erected or placed for a period of not more than 15 days.~~ If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.

Attachment

**A**

## **Section 70. Business (B) Zone**

### **Part C Right of Way Setback Requirements**

- 5. ~~Signage and Parking:~~** Parking spaces and the installation of permitted signs shall be allowed in the required setback of all lots, however, no portion of any parking space ~~or sign~~ shall be allowed within 5 feet of the right-of-way. This 5-foot space shall be maintained as a planting strip for shrubbery and other similar landscaping vegetation, with the exception of an approved driveway(s) servicing the property.

## **Section 73. Business 1 (B-1) Zone**

### **Part C Right of Way Setback Requirements**

- 5. ~~Signage and Parking:~~** Parking spaces and the installation of permitted signs shall be allowed in the required setback of all lots, however, no portion of any parking space ~~or sign~~ shall be allowed within 5 feet of the right-of-way. This 5-foot space shall be maintained as a planting strip for shrubbery and other similar landscaping vegetation, with the exception of an approved driveway(s) servicing the property.

## **Section 76. Business 2 (B-2) Zone**

### **Part C Right of Way Setback Requirements**

- 5. ~~Signage and Parking:~~** Parking spaces and the installation of permitted signs shall be allowed in the required setback of all lots, however, no portion of any parking space ~~or sign~~ shall be allowed within 5 feet of the right-of-way. This 5-foot space shall be maintained as a planting strip for shrubbery and other similar landscaping vegetation, with the exception of an approved driveway(s) servicing the property.

## **Section 85. Industrial (I) Zone**

### **Part D Right of Way Setback Requirements**

- 5. ~~Signage and Parking:~~** Parking spaces and the installation of permitted signs shall be allowed in the required setback of all lots, however, no portion of any parking space ~~or sign~~ shall be allowed within 5 feet of the right-of-way. This 5-foot space shall be maintained as a planting strip for shrubbery and other similar landscaping vegetation, with the exception of an approved driveway(s) servicing the property.

## **Section 109. Sign Regulations**

### **Part A. Purpose**

Signs are herein regulated in the interest of promoting traffic safety, safeguarding public health and comfort, facilitating police and fire protection, preventing adverse community appearance and the overcrowding of land, and protecting and promoting the character of the area in which they are located. In general, it is intended that signs of a general commercial nature be prohibited in areas where commercial activities are prohibited and that signs in less restrictive business and industrial areas be regulated to the extent necessary to protect or improve the character of the area and to conserve property values. Further, that because aesthetic value of the total environment does affect economic values of the community, and the unrestricted proliferation of signs can and does detract from the economic value of the community, it is the intent of this chapter to provide limiting controls, where necessary, to preserve or improve and upgrade community scenic, economic, and aesthetic values.

### **Part B. Permit Required for Signs**

- 1) Except as otherwise provided in Part C (Signs Excluded from Regulation) and Part D (Certain Temporary Signs: Permit Exceptions and Additional Regulations), no sign may be constructed, erected, moved, enlarged, illuminated or substantially altered except in accordance with the provisions of this section. Mere repainting or changing the message of a sign shall not, in and of itself, be considered a substantial alteration.
- ~~2) If plans submitted for a zoning permit or special-use permit include sign plans in sufficient detail that the permit-issuing authority can determine whether the proposed sign or signs comply with the provisions of this chapter, then issuance of the requested zoning or special-use permit shall constitute approval of the proposed sign or signs.~~
- 3) Signs exempted under the provisions referenced in paragraph (1) above ~~or not approved as provided in paragraph (2) above~~ may be constructed, erected, moved, enlarged, illuminated or substantially altered only in accordance with a sign permit issued by the zoning administrator.
  - a) Sign permit applications and sign permits shall be governed by the same provisions of this chapter applicable to zoning permits.
  - ~~b) In the case of a lot occupied or intended to be occupied by multiple business enterprises (e.g., a shopping center), sign permits shall be issued in the name of the lot owner or his agent rather than in the name of the individual business enterprise requesting a particular sign. The city may assist the owner by suggesting a formula whereby the maximum square footage of sign area allowed on the lot may be allocated equitably among all tenants, but the~~



~~city shall be responsible for enforcing only the provisions of this chapter and not the provisions of any allocation formula, lease, or other private restriction.~~

- 4) Additional permit requirements that are applicable for billboard permits are specified in Part J (Billboards) of this Section.

### **Part C. Signs Excluded From Regulation**

The following signs are exempt from regulation under this chapter except for those stated in Part O (Miscellaneous Restrictions and Prohibitions).

- 1) Signs not exceeding four square feet in area that are customarily associated with residential use and that are not of a commercial nature, such as (I) signs giving property identification names or numbers or names of occupants, (ii) signs on mailboxes or newspaper tubes, and (iii) signs posted on private property relating to private parking or warning the public against trespassing or danger from animals.
- 2) Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs, and traffic, directional, or regulatory signs.
- 3) Official signs of a noncommercial nature erected by public utilities.
- 4) Flags or insignia of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device.
- 5) Integral decorative or architectural features of buildings or works of art, so long as such features or works do not contain letters, trademarks, moving parts, or lights.
- 6) Signs directing and guiding traffic on private property that do not exceed four square feet each.
- 7) Church bulletin boards, church identification signs, and church directional signs that do not exceed one per abutting street and 15 square feet in area and that are not internally illuminated.
- 8) Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used as signs.
- 9) Signs proclaiming religious, political, or other noncommercial messages (other than those regulated by Part D (1)(e)) that do not exceed one per abutting street and 15 square feet in area and that are not internally illuminated.
- 10) Sign face replacement utilizing an existing frame/sign.

## **Part D. Certain Temporary Signs: Permit Exemptions and Additional Regulations**

1) The following temporary signs are permitted without a zoning, special-use, or sign permit. However, such signs shall conform to the requirements set forth below as well as all other applicable requirements of this chapter except those contained in Part H (Total Sign Surface Area) and Part J (Number of Freestanding Signs).

- A. In residential zoning districts, temporary signs erected for the purpose of sale, lease, or rent of the real estate on which the sign is located (including buildings), may not exceed six (6) square feet in area. In non-residential districts, such signs may not exceed 15 square feet in area. All such signs shall be removed immediately after sale, lease, or rental of the property on which the sign is located and where applicable, before a Certificate of Occupancy is issued for the subject structure. For lots of less than five (5) acres, a single sign on each street frontage may be erected. For lots of five (5) acres or more in area and having a street frontage in excess of 400 feet, a second sign may be erected.
- B. Temporary construction site identification signs may be erected during the construction period of a structure in all zoning districts, for the purpose of identifying the project, the owner or developer, architect, engineer, contractor and subcontractors, funding sources and related information including but not limited to sale or leasing information. Such signs may not exceed ~~15~~ 32 square feet in area. All such signs shall not be erected prior to the issuance of a building permit, and must be removed from the subject site before the issuance of a Certificate of Occupancy.
- C. Temporary signs attached temporarily to the interior of a building window or glass door. Such signs, individually or collectively, may not cover more 75 percent of the surface area of the transparent portion of the window or door to which they are attached.
- D. Displays, including lighting, erected in connection with the observance of holidays. Such signs shall be removed within 10 days following the holidays.
- E. Signs erected in connection with elections or political campaigns. Such signs shall be removed within three (3) days following the election or conclusion of the campaign.
- F. Signs erected in connection with festivals, special events, and fund-raising campaigns for civic clubs and other bona-fide non-profit organizations. Such signs shall be removed within three (3) days following the conclusion of the event or fund-raising campaign.
- G. Banner signs and advertising inflatable's (balloons) indicating that a special event such as a grand opening, fair, carnival, circus, festival, or similar event is to take

place on the lot where the sign is located. No more than two (2) such signs may be displayed per lot or business premises at any given time.

- H. Banner signs indicating "Welcome Home" or similar signs pertaining to the return of military forces from deployment elsewhere. Such signs may not be erected more than five days before and must be removed within five days after the return of the specified military unit.
- I. Flags, other than those described in Part C (4), of a commercial or non-commercial nature. Such flags may be displayed for indefinite periods of time provided that they remain in good physical condition and are not tattered, torn or otherwise deteriorated to the point that they become aesthetically detrimental by virtue of their poor physical condition. In no case may such flags extend over or otherwise encroach upon public rights-of-way.
- J. Temporary signs not covered in the foregoing categories, so long as such signs meet the following restrictions:
  - I. Not more than one such sign may be located on any lot.
  - II. No such sign may exceed four square feet in surface area.
  - III. Such sign may not be displayed for longer than three consecutive days nor more than 10 days out of any 365-day period.
  - ~~IV. For the purposes of this ordinance, Portable Signs shall not be considered Temporary Signs and are prohibited.~~

2) Other temporary signs not listed in subpart (1) above shall be regarded and treated in all respects as permanent signs, except that (as provided in Part H) temporary signs shall not be included in calculating the total amount of permitted sign area.

## **Part E. Special Provisions for Certain Signs**

### **1) Schools and Church Signs**

#### **a) Signs located within residential zoning districts.**

- i. Freestanding signs: Shall be a monument type sign not exceeding thirty-two (32) square feet in area and eight (8) feet in height. The maximum number of signs allowed shall be one (1) per street frontage.
- ii. Wall signs: Shall be in accordance with Part H of this ordinance.

#### **b) Signs located within nonresidential zoning districts shall not be subject to (a) above.**

## 2) Shopping Center and Associated Outparcel Signs

### a) Freestanding signs:

(1) At the primary entrance to a shopping center, one 80 square foot (maximum) monument style sign, comprised of no more than 6 panels is allowed. The square footage distribution between the 6 panels shall be as follows:

- a) First (top) panel shall not exceed 30 square feet and shall be used to identify the name of the development;
- b) Second through Sixth panel shall not to exceed 10 square feet each and may be used for individual tenant identification.
- c) In no case may any portion of supporting structural elements of the sign exceed 20 feet in width nor be erected to a height greater than fifteen (15) feet. Sign height is measured from ground level at the base of the sign structure.

(2) At any secondary entrance to a shopping center, no more than two, one sided monument signs are allowed. This identification sign may be constructed in lieu of the 6 panel sign at the primary entrance if an owner/developer so chooses.

- a) These signs are only allowed to identify the name of the development. The single side of such sign face may not exceed 32 square feet.
- b) In no case may any portion of supporting structural elements of the sign exceed 20 feet in width nor be erected to a height greater than eight (8) feet. Sign height is measured from ground level at the base of the sign structure.

(3) For outparcels, one (1) fifty-five (55) square foot monument style sign, comprised of no more than four (4) panels, is allowed. Each sign located on an out parcel shall be subject to the following restrictions:

- a) No panel shall be less than ten (10) square feet;
- b) Other restrictions in this Part notwithstanding, if an outparcel is bordered by two (2) or more public streets, the outparcel may have one (1) monument style sign along each side of the outparcel bordered by such street(s), provided each sign shall be subject to the other requirements set forth herein. In no case, shall any such sign be less than one hundred and fifty (150) feet from any other such sign; and
- c) In no case may any portion of the supporting structural elements of any outparcel sign exceed fifteen (15) feet in width nor be erected to a height of greater than ten (10) feet. Sign height is measured from ground level at the base of the sign structure.
- d) No more than seventy-five percent (75%) of the total sign surface area allowed may consist of an electronic message board.

- (4) All shopping center and outparcel signs located near street intersections shall be situated outside of the "site triangle" as depicted in the Manual of Standard Specifications and Design (MSSD) for the purpose of ensuring traffic safety.

b) Wall signs:

Subject to Part H below

- ~~(1) Front Primary Elevation (as depicted on the plan): The maximum sign surface area permitted on the front elevation of an individual unit shall not exceed 2.0 square feet of sign surface area per linear foot of individual shop frontage.~~
- ~~(2) Secondary Elevations (side and rear as depicted on the plan): The maximum sign surface area permitted on the rear elevation of an individual unit shall not exceed 1.0 square feet of sign surface area per linear foot of individual shop frontage.~~

3) College and University Signage when located on 30 or more acres housing 10 or more buildings

- ~~a) The development is a college or university located on 30 or more acres housing 10 or more buildings.~~

b) Signs shall be coordinated in terms of design features.

c) Freestanding Signs:

- 1) Primary entrance(s)/driveway(s) are allowed to have a monument sign(s) on one or both sides of the entrance/driveway.
- a. These signs identify the college or university. A single side of such sign face may not exceed two hundred fifty (250) square feet.
  - b. In no case may any portion of supporting structural elements of the sign exceed a height greater than 15 feet. Sign height is measured from ground level at the base of the sign structure.
- 2) Secondary entrance(s)/driveway(s) are allowed to have a monument sign(s) on one or both sides of the entrance/driveway.
- a. These signs identify the college or university. A single side of such sign face may not exceed one hundred fifty (150) square feet.
  - b. In no case may any portion of supporting structural elements of the sign exceed a height greater than 15 feet. Sign height is measured from ground level at the base of the sign structure.

d. Wall Signs:

Subject to Part H below

e. Signs Excluded from Regulation:

- 1) Signs directing and/or guiding traffic on private property that do not exceed 16 square feet.
- 2) Interior campus and/or directional signs.
- 3) Alphanumeric parking lot identification that does exceed 8 square feet.
- 4) ~~A Master Sign Plan that includes the following information in booklet form shall be submitted and approved by City Council following a recommendation from the Planning Board and Planning staff specifying:~~
  - i. ~~Detailed designs of all proposed signs including the size, height, copy, materials, and colors of such signs.~~
  - ii. ~~Proposed locations and number of proposed signs.~~
  - iii. ~~Sign Illumination Plans that the source of illumination is not visible and is consistent with the City's exterior lighting provisions.~~
  - iv. ~~Plans for landscaping or architectural features to be used in conjunction with such plans.~~
- 5) ~~It is determined that the proposed signs shall meet the following criteria:~~
  - i. ~~All signs are coordinated in terms of design features.~~
  - ii. ~~There shall be no more than one primary sign for the college/university. Such signs shall not exceed 15 feet in height.~~
  - iii. ~~Entrances/driveways can have signs located on one or both sides (mirrored) and shall clearly be secondary to the primary sign. Such signs shall not exceed 8 feet in height.~~
  - iv. ~~Multi-information directional signs shall be no greater than 16 square feet and shall be located within the interior of the development. Such signs shall be located at least: 1) a minimum of 100 feet from any public or private right of way; and 2) should not be legible from any public or private right of way.~~
  - v. ~~Interior campus signs be located a minimum of 100 feet and should not be legible from any public or private right of way.~~
  - vi. ~~Parking lot identification shall be alphanumeric and shall not exceed 8 square feet.~~
  - vii. ~~Each sign must be located within the relevant building's curb line.~~
  - viii. ~~Signs must be located within 150 feet of the pedestrian entrance it identifies.~~

- ~~6) Any amendments shall be reviewed and decided in accordance with the original approval of the master sign plan.~~
- ~~7) After approval of the sign plan, no sign shall be constructed or maintained except in accordance with the sign plan. Failure to remain consistent with the sign plan will be deemed a violation of the ordinance.~~
- ~~8) Interpretations of the sign plan shall be made by the Planning and Development Services Director. Appeals shall follow the normal appeals process.~~

## **Part F. Determining the Number of Signs**

- 1) For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner without organized relationship of elements, each element shall be considered a single sign.
- 2) A two-sided or multi-sided sign shall be regarded as one sign so long as:
  - a. With respect to double face (back to back) signs, the distance between the backs of each face of the sign does not exceed three feet.

## **Part G. Computation of Sign Area**

- 1) The surface area of a sign shall be computed by including the entire area within a single, continuous, rectilinear perimeter of not more than eight straight lines, or a circle or an ellipse, enclosing the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself.
- 2) If the sign consists of more than one section or module, all of the area, including that between sections or modules, shall be included in the computation of the sign area.
- 3) With respect to two-sided, multi-sided, or three-dimensional signs, the sign surface area shall be computed by including the total of all sides designed to attract attention or communicate information that can be seen at any one time by a person from one vantage point. Without otherwise limiting the generality of the foregoing:
  - a. The sign surface area of a double faced, back to back sign shall be calculated by using the area of only one side of such sign, so long as the distance between the backs of such signs does not exceed three feet.

- b. The sign surface area of a double faced sign constructed in the form of a "V" shall be calculated by using the area of only one side of such sign (the larger side if there is a size difference), so long as the angle of the "V" does not exceed 30 degrees and at no point does the distance between the backs of such sides exceed five feet.

## **Part H. ~~Total Sign Surface Area~~**

- ~~1) Unless otherwise provided in this Section, the total surface area devoted to all signs on any lot shall not exceed the limitations set forth in this section, and all signs except temporary signs shall be included in this calculation.~~
- ~~2) The maximum sign surface area permitted on any lot in any residential district, except as provided for in Part C, Part D, Part E of this Section, is six (6) square feet.~~

## **Wall Sign Surface Area**

- 1) Subject to the other provisions of this Section, the maximum wall sign surface area permitted on any lot building in a non-residential district shall be determined as follows:
- 2) Front Primary Elevation: The maximum sign surface area permitted on the front elevation of an individual building shall not exceed two (2) square feet of sign surface area per linear foot of building frontage. In the case of a multi-tenant building the store front shall be used as building frontage.
- 3) Secondary Elevations (side and rear): The maximum sign surface area permitted on the side and rear elevations of a building shall not exceed one (1) square feet of sign surface area per linear foot of building frontage.
  - a. ~~There may be not more than 2.0 square feet of sign surface area per linear foot of lot street frontage.~~
- 4) ~~If a lot has frontage on more than one street, then the total sign surface area permitted on that lot shall be the sum of the sign surface area allotments related to each street on which the lot has frontage. However, the total sign surface area that is oriented toward a particular street may not exceed the portion of the lot's total sign surface area allocation that is derived from frontage on that street.~~
- 5) ~~Whenever a lot is situated such that it has no street frontage on any lot boundary and an applicant desires to install on such a lot a sign that is oriented toward a street, then the total sign surface area permitted on that lot shall be the sign surface area that would be allowed if the lot boundary closest to the street toward which such sign is to be oriented fronted on such street. The applicant shall be restricted to using only one street and the closest lot boundary to this street for determining the total permitted sign~~



~~surface area. However, the applicant shall be given the opportunity to determine the one street used in the calculations.~~

- ~~2) The sign surface area of any sign located on a wall of a structure may not exceed 50 percent of the total surface area of the wall on which the sign is located. Electronic message boards are not permitted as wall signs.~~
- 3) The provisions of this Part shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Part K of this Section.

### **Freestanding Sign Surface Area**

- ~~1) Unless otherwise provided in this Section, the total surface area devoted to all signs on any lot shall not exceed the limitations set forth in this section, and all signs except temporary signs shall be included in this calculation.~~
- 2) For purposes of this Section, a side of a freestanding sign is any plane or flat surface included in the calculation of the total sign surface area as provided in Part H G. For example, wall signs typically have one side. Freestanding signs typically have two sides (back to back), although four-sided and other multi-sided signs are also common.
- 3) A single side of a freestanding sign may not exceed 0.75 square feet in surface area for every linear foot of street frontage along the street toward which such sign is primarily oriented. In addition, the maximum total surface area for a single side of a freestanding sign shall not exceed 150 square feet. Maximum percentage of the total allowed sign area for an electronic message board shall not exceed 30 percent. A recent survey (within 3 years), most current deed or other acceptable method as determined by the Development Services Director will be utilized for determining the amount of street frontage.
- 4) Whenever a lot is situated such that it has no street frontage on any lot boundary and an applicant desires to install on such a lot a freestanding sign that is oriented toward a street, then the total freestanding sign surface area permitted on that lot shall be the sign surface area that would be allowed if the lot boundary fronted on such street. The applicant shall be restricted to using only one street for determining the total permitted sign surface area. The applicant shall be given the opportunity to determine the one street used in this calculations.
- 5) With respect to freestanding signs that have no discernible sides, such as spheres or other shapes not composed of flat planes, no such freestanding sign may exceed the maximum total surface area allowed for a single side of a freestanding sign.
- 6) The provisions of this Part shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Part K of this Section.

## **Part I. Number of Freestanding Signs**

- 1) Except as authorized by this Part, no development may have more than one freestanding sign.
- 2) If a development is located on a corner lot that has at least 100 feet of frontage on each of the two intersecting public streets, then the development may have not more than one freestanding sign along each side of the development bordered by such streets.
- 3) If a development is located on a lot that is bordered by two public streets that do not intersect at the lot's boundaries (double front lot), then the development may have not more than one freestanding sign on each side of the development bordered by such streets.
- 4) For developments that have more than 300 linear feet of frontage along a single right-of-way boundary, a second freestanding sign may be established. For developments that have more than 500 feet of frontage, a maximum of three freestanding signs may be established. Multiple freestanding signs established in the same development must be separated by a minimum of 100 feet. The total amount of area for all freestanding signs erected for a single development may not exceed 0.75 square feet in surface area for every linear foot of street frontage along the street toward which such sign is primarily oriented. In no case may any such freestanding sign exceed 150 square feet in size.
- 5) Freestanding signs are prohibited in all residential districts, except as otherwise provided by this section.
- 6) The provisions of this Part shall not apply to billboards. The placement and dimensional requirements of billboards shall be governed by Part K of this Section.

## **Part J. Billboards**

Billboards shall be permitted only in the Billboard Overlay Zone as shown on the Official Zoning Map for the City of Jacksonville and its extraterritorial jurisdiction. For the purposes of this Chapter, Billboards constitute a separate and distinct land use due to their size and prominence upon the landscape, and are therefore subject to the following separate regulatory provisions. It is recognized that billboards provide the opportunity to advertise products, services, and ideas; however, because of their sheer size, location in proximity to buildings, and potential for storm damage these signs can be aesthetically undesirable, create traffic hazards, and present dangers to adjoining properties. Therefore, it is the purpose of this ordinance to allow for the establishment of billboards under specific, limited circumstances.

- 1) No two billboards shall be spaced less than 2000 feet apart on the same side of the roadway on all streets and rights-of-way where they are allowed. In addition, no two billboard structures shall be placed within 1000 feet in either direction of the

nearest point on the opposite side of the same right-of-way from an existing billboard. When determining the distance between signs the measurement shall be from the nearest points of the respective signs (including braces, overhang, etc.).

- 2) No billboards shall be allowed within 750 feet of the center point of an intersection where both roads allow billboards nor within 750 feet of the interior apex of an angle intersection, where both roads allow billboards.
- 3) All billboard structures, including overhangs and all other components, shall be set back at least 20 feet from the nearest road right-of-way.
- 4) The maximum allowable height for a billboard shall be 40 feet.
- 5) No one copy area of any billboard structure shall exceed four hundred square feet, and there shall be no more than one copy area facing any one side of the traveled roadway on any sign structure.
- 6) All billboards shall be plainly marked with the name of the person, firm, or corporation erecting and maintaining such sign and shall have affixed the firm number issued for said sign by the building inspector.
- 7) All owners of billboards are required to obtain and maintain an annual billboard permit in order for the billboard to be considered a conforming use. Billboard permits shall only be issued for billboards that are in complete conformance with the requirements of this ordinance. If a billboard permit expires, the billboard shall be deemed non-conforming until a new permit is obtained. For the purposes of this subsection, a billboard shall be considered "destroyed" if damaged to an extent that the cost of repairing the billboard to its former stature or replacing it with an equivalent billboard equals or exceeds 50 percent of the tax value, as listed in the Onslow County Tax Office, of the billboard so damaged.

## **Part K. Development Entrance Signs**

At any entrance to a residential subdivision multifamily development, office park, or industrial park there may be no more than two signs at each entrance identifying such subdivision or development. A single side of any such sign may not exceed 32 square feet, nor may the total surface area of all such signs located at a single entrance exceed 64 square feet. In addition, no part of such development entrance sign(s) shall be of a height greater than six feet as measured from ground level at the base of the sign structure. All such development entrance signs located near street intersections shall be situated to provide a minimum of 10 feet by 70 feet vehicular sight triangles for the purpose of ensuring traffic safety.

## **Part L. Location and Height Requirements**

- 1) No ~~sign or supporting structure part of any freestanding sign~~ shall be established ~~closer than five feet to a property line, within an~~ existing right-of-way boundary or

future right-of-way boundary as depicted on the amended City of Jacksonville Thoroughfare Plan or other officially adopted plan; unless the sign is attached to a structural element of a building and an encroachment permit has been obtained by the appropriate agency or agencies. The property owner is responsible for ensuring this standard is met. If it is determined that a sign has been placed within an existing or future right-of-way, it shall be the property owner's responsibility to remove such sign within 90 days of an official notice.

- 2) No sign or supporting structure may be located within or over any easement unless an encroachment has been obtained from the easement holder.
- 3) No sign attached to a building may project more than 18 inches from the building wall.
- 4) ~~No sign or supporting structure may be located in or over the traveled portion of any public right-of-way unless the sign is attached to a structural element of a building and an encroachment permit has been obtained from the city.~~
- 5) No part of a freestanding sign may exceed a height, measured from ground level at the base of the sign, of 35 feet in the B-1, B-2 and Industrial districts and 15 feet in all other districts where they are allowed.

#### **Part M. Sign Illumination and Signs Containing Lights**

- 1) Unless otherwise prohibited by this chapter, signs may be illuminated if such illumination is in accordance with this Part.
- 2) No sign within 150 feet of a residential zone (including those within) may be illuminated ~~between the hours of midnight and 6 a.m., unless the impact of such lighting beyond the boundaries of the lot where it is located is entirely inconsequential beyond 0.5 footcandles at the property line.~~
- 3) Lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign and does not shine directly into a public right-of-way or abutting premises.
- 4) ~~Except as herein provided, (i) internally illuminated signs are not permissible in any residential zoning district, and (ii) where permissible, internally illuminated freestanding or monument style signs may not be illuminated during hours that the business or enterprise advertised by such sign is not open for business or in operation. This subsection shall not apply to the following types of signs:~~
  - a) ~~Signs that constitute an integral part of a vending machine, telephone booth, device that indicates only the time, date, or weather conditions, or similar device whose principal function is not to convey an advertising message.~~

~~b) Signs that do not exceed two square feet in area and that convey the message that a business enterprise is open or closed or that a place of lodging does or does not have a vacancy.~~

- 5) Subject to subpart (7) below, illuminated tubings or strings of lights that outline property lines, sales areas, roof lines, doors, windows, or similar areas are prohibited.
- 6) Subject to subpart (7) below, no sign may contain or be illuminated by flashing or intermittent lights or lights of changing degrees of intensity, ~~except signs indicating the time, date or weather conditions.~~
- 7) Subparts (5) and (6) above do not apply to temporary signs erected in connection with the observance of holidays.

## **Part N. Miscellaneous Restrictions and Prohibitions**

Where applicable, all signs shall be constructed in accordance with the requirements of the North Carolina State Building Code, as amended. The following signs and situations are specifically prohibited within the City of Jacksonville and its extra-territorial jurisdiction.

- 1) No sign may be located so that it substantially interferes with the view or vision necessary for motorists to proceed safely through intersections or to enter onto or exit from public streets or private roads.
- 2) Signs that revolve or are animated or that utilize movement or apparent movement to attract the attention of the public are prohibited. Signs that only move occasionally because of wind are not prohibited if their movement (I) is not a primary design feature of the sign, and (ii) is not intended to attract attention to the sign. The restriction of this subpart shall not apply to signs specified in Part C (4), Part D (1)(h), or to signs indicating the time, date, or weather conditions.
- 3) No sign may be erected so that by its location, color, size, shape, nature, or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
- 4) Freestanding signs that are not securely fastened to the ground or to some other substantial supportive structure so that there is virtually no danger that either the sign or the supportive structure may be moved by the wind or other forces of nature and cause injury to persons or property are prohibited.
- 5) Portable signs are prohibited.
- 6) Flashing signs are prohibited.
- 7) Painted-on-building signs are prohibited.

- 8) Signs located within public rights-of-way (except governmental and informational signs as exempted per Part C) are prohibited.
- 9) Signs that are posted on any telegraph pole, telephone pole, electric light pole, or any tree along any street are prohibited.
- 10) Signs that obstruct ingress or egress to any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress, or egress for any room or building as required by law are prohibited.
- 11) Strings of lighting, pennants and similar devices are prohibited.

## **Part O. Maintenance of Signs**

- 1) All signs and all components thereof, including without limitation supports, braces, and anchors, shall be kept in a state of good repair. With respect to freestanding signs and billboards, components (supporting structures, backs, etc.) not bearing a message shall be constructed of materials that blend with the natural environment or shall be painted a neutral color to blend with the natural environment.
- 2) If the message portion of a sign is removed, leaving only the supporting "shell" of a sign or the supporting braces, anchors, or similar components, the owner of the sign or the owner of the property where the sign is located or other person having control over such sign shall, within 30 days of the removal of the message portion of the sign, either replace the entire message portion of the sign or remove the remaining components of the sign. This subsection shall not be construed to alter the effect of Part R (3), which prohibits the replacement of a nonconforming sign. Nor shall this subsection be construed to prevent the changing of the message of a sign.
- 3) The area within 10 feet in all directions of any part of a freestanding sign shall be kept clear of all debris and all undergrowth more than eight (8) inches in height. This requirement shall not apply to well maintained landscaping that may include decorative shrubs, bushes, flowering plants and other managed types of flora.

## **Part P. Unlawful Cutting of Trees or Shrubs**

No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy, or remove any trees, shrubs, or other vegetation located:

- 1) Within the right-of-way of any public street or road, unless the work is done pursuant to the express written authorization of the City of Jacksonville.
- 2) On property that is not under the ownership or control of the person doing or responsible for such work, unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located;

- 3) In any area where such trees or shrubs are required to remain under a permit issued under this ordinance.

**Part Q. Nonconforming Signs and Billboards**

Refer to Section 96. Nonconformities

**Part R. Amortization of Painted-On-Building Signs**

Subject to other applicable provisions of this ordinance, all painted-on-building signs as defined by this ordinance existing at the time of adoption of this Section shall, within five years after the effective date of this Section, be altered to comply with the provisions of this Section or be removed.

**Part S. Applicability**

The regulations stipulated in this section shall apply to all signs that are constructed, erected, moved, enlarged, illuminated, substantially altered or otherwise maintained within the City of Jacksonville's jurisdiction except for signs expressly or implicitly regulated elsewhere in this ordinance.

*(Amended 9/8/09)*

**Sections 110-111. Reserved**

**BE IT FURTHER ORDAINED** by the City Council of the City of Jacksonville that the Zoning Ordinance may be appropriately reorganized and/or renumbered in the order to set the provisions of this text change in a logical and orderly fashion. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be in full force and effective upon its adoption. Adopted by the Jacksonville City Council in regular session on this 19<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk



# Draft Planning Board Minutes – April 11, 2011

Agenda  
Item: **3**

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## Public Hearing (*Legislative*) – Zoning Text Amendment – Amendments to Section 109 Sign Regulations & others

Staff has initiated a zoning text amendment that would amend Section 109 Sign Regulations of the City of Jacksonville Zoning Ordinance. These changes include: 1) Removal of the 5 foot sign Setback requirement; 2) Removal of sign approval in conjunction with site development plans; 3) Sign standards for College/Universities; 4) Creation of new standards for determining the amount of wall signage for all sites; 5) Modified sign orientation standards; 6) Modified illumination standards; and 7) Other minor adjustments to make the code more clearly understood.

The majority of these proposed changes were taken from discussions City Staff had with the local sign companies (Sign Ad Hoc Committee) during the fall/winter of 2010.

Staff recommends the Planning Board move to approve the zoning text amendment found in Attachment A.

Mr. Quinn asked about the hotel on McDaniel Drive. He said he feels like he's in South Beach. They have some kind of colored floods that hit that building; it makes it look like it's some kind of sign. How would this affect that building? Mr. King replied currently our ordinances do not regulate the illumination around a site, as far as parking lot lighting or building lighting. This would not pertain to that; the building is not a sign. Those are some of the things we will be discussing with the planning board as far as a new technology, is that a good thing or a bad thing, do we want it regulated or not.

Mr. Quinn asked in regards to setbacks, my concern would be any signs that would impede the motorist from seeing all the angles, is that a process to make sure that doesn't occur in the course of placement of signs. Mr. Goodson replied you have sight triangle regulations which require you don't impede traffic. Mr. King replied we can make sure it would be included.

Ms. Joos asked where does the Adam and Eve sign on the triangle fit in? Is that grandfathered in? Mr. King replied anything that is there today is grandfathered; we're not proposed to amortize the signs. Mr. Quinn replied it's a very high intensity neon. Mr. Quinn stated if it currently is illuminated at a certain lumen level then until at which time it failed or needs to be replaced this would not be applicable to it. Mr. King replied that is correct. Mr. Quinn replied if this is adopted; from what I understand from enforcement would be about taking a tool to measure illumines and going to the property line and it could not exceed **X**.

Attachment

**B**





# Request for City Council Action

Agenda Item:	<b>4</b>
Date:	4/19/2011

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**Subject:** Amendment of Gantt Huberman Architect Contract reference Public Safety Building

**Department:** City Manager and City Attorney

**Presented by:** Richard L Woodruff and John T. Carter Jr.

**Presentation:** Yes

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## Issue Statement.

At the April 5, 2011 meeting, Council reviewed the Amendment to Gantt Huberman Contract for Public Safety Building project. A summary of the contract changes is outlined in the Staff Report.

At the meeting, a motion was made by Mayor Pro-Tem Lazzara and seconded by Councilman Willingham to terminate the contract with Gantt Huberman.

A subsequent motion was made and approved to defer action on the motion to terminate to Council's April 19 meeting.

Council directed that the architectural firm be invited to attend the April 19 meeting if they so desired in order to present renderings of the requested roof design and to respond to Council concerns.

Mr. Harvey Gantt, Partner, and Mr. Alan Hunter, Project Architect will be present.

## Financial Impact

None

## Action Needed

Action on the motion to terminate the contract and/or consideration of the amended Gantt Huberman architectural contract for the Public Safety Building.

## Recommendation

Staff recommends Council consider the motion and/or contract

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Proposed Amendment to Gantt Huberman architectural contract for the Public Safety Building dated June 29, 2009



# Staff Report

Agenda Item:	<b>4</b>
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Amendment of Gantt Huberman Architect Contract reference Public Safety Building

## **Introduction**

The City Management has been authorized by the City Council to proceed with the construction of the new Center for Public Safety. As part of that effort, management has reviewed the current contract with Gantt Huberman and has determined that certain changes are needed due to the extended time taken in the schematic design phase of the project.

Staff is proposing to amend their contract as attached. Some of the major modifications include:

- (1) Timeline: Express in the amended contract a new timeline,
- (2) Project Cost: Change in the budget amount and modification of contract timeline without a change in the architectural fee,
- (3) Demolition: Removal of Bojangles demolition from the contract,
- (4) City Project Observer-Added project observer; and,
- (5) Pre-Qualification of Contractors: Better define architect's role as to prequalifying of bids.

## **Procedural History**

- June 29, 2009 – Architectural Contract with Gantt Huberman approved.
- April 5, 2011 – Staff recommended approval of an amended contract. Following consideration, a motion to terminate the contract was made and seconded. This motion was later unanimously deferred to the April 19, 2011 Council meeting and Council directed that Gantt Huberman Architects be invited to that meeting.
- April 19, 2011 – Gantt Huberman Architects will present on the project. Council will consider the motion on the floor to terminate and/or reconsider the amended contract.

## **Stakeholders**

- Citizens of Jacksonville
- Gantt Huberman Architects

## **Options**

Consider the motion to terminate and/or reconsider the amended contract.

**AMENDMENT TO AGREEMENT**

THIS AMENDMENT TO AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Jacksonville, a North Carolina Municipal Corporation, hereinafter referred to as "City", and Gantt Huberman Architects, PLLC, hereinafter referred to as "Architect";

**WITNESSETH**

WHEREAS, the City and Architect entered into an Agreement dated the 29th day of June, 2009, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City and Architect now desire to amend the aforesaid Agreement by the amendment of certain provisions thereof as set forth herein; and

NOW, THEREFORE, for and in consideration of the agreements, stipulations, and covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Architect do hereby agree, stipulate and covenant, each with the other, as follows:

1. Item II B, the following wording is deleted: "Services shall be performed as expeditiously as is consistent with professional skill and care and with the orderly process of the Project. The Architect agrees to complete the performance of its services under the Scope of Work not later than thirty-six (36) months from the Owner's Notice to Proceed." and the following wording is substituted in lieu thereof: "Services shall be performed as expeditiously as is consistent with professional skill and care and with the orderly process of the Project. Owner will issue a new Notice to Proceed and the Architect agrees to complete the performance of its services necessary to produce bid documents within Nine (9) months of said notice."
2. Item II J, the following wording is deleted: "IDENTIFICATION OF SUBCONTRACTORS" and the following wording is substituted in lieu thereof: "LIST OF TESTS, INSPECTIONS AND REPORTS".
3. Item III B, the following wording is deleted: "Owner will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the Owner's policies and decisions. The Owner's representative shall be WALLY HANSEN, INFRASTRUCTURE AND CAPITAL PROJECTS MANAGER" and the following wording is substituted in lieu thereof: "Owner will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the Owner's policies and decisions. The designation of Owner's representative shall be done in writing from the City Manager."

Attachment

**A**

4. Item III I-1 is hereby amended with by the addition of the following wording: "As of the newly issued Notice to Proceed date of \_\_\_\_\_, with the addition of the ITS facility and the increase in project budget, there is no increase in the already established professional fee of ONE MILLION NINE HUNDRED SIXTY FOUR THOUSAND NINETY DOLLARS (\$1,964,090.00).
5. Exhibit 1: SCOPE OF WORK, Item 1.1.3 is hereby amended as follows, "The Owner's budget for the construction cost of the work, as defined in Article 12.1, is \$22,300,000."
6. Exhibit 1: SCOPE OF WORK, Item 1.1.4 is hereby amended as follows, "The revised Project Schedule is attached as Exhibit "B" to this Amendment and is based on the new Notice to Proceed date issued by Owner."
7. Exhibit 1 : SCOPE OF WORK, Item 3.1.1, the following wording is deleted: "In addition to the usual and customary civil engineering services, the Architect's basic services shall include the demolition design of the existing Police and Fire Department Building, and the Bojangles restaurant site" and the following wording is substituted in lieu thereof: "In addition to the usual and customary civil engineering services, the Architect's basic services shall include the demolition design of the existing Police and Fire Department Building."
8. Exhibit 1: SCOPE OF WORK, Item 3.5.1, the following wording is deleted: "General-The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids, (2) confirming responsiveness of bids, (3) determining the successful bid, if any and, (4) awarding and preparing contracts for construction" and the following wording is substituted in lieu thereof: "The Architect shall assist the Owner in the Pre-Qualification of a minimum of three (3) prospective Contractors including but not limited to the creation of Pre-Qualification documents and the review of submittals from said prospective Contractors."
9. Exhibit 1: SCOPE OF WORK, Item 3.6 is hereby amended with the addition of 3.6.1.4, "The City has the option of providing a project observer who will document events at the site on behalf of the City through photography, onsite presence and written communication which will be provided to the Architect, but will in no way have the authority to give direction to the Contractor or Architect"
10. Exhibit 1: SCOPE OF WORK, Item 4.1 is hereby amended as follows, "The Architect shall provide security design services for the Project, including the follow security needs assessment."

11. Exhibit 1: SCOPE OF WORK, Item 5.1 is hereby amended as follows, "The Architect shall provide information technology design for the Project, including the following:"
12. Exhibit 1: SCOPE OF WORK, Item 7.1 is hereby amended as follows, "The Architect shall perform geotechnical investigation of the Project site, inclusive of borings, seismicity/liquefaction field work, analysis, storm water development and design, and provide a report to the Owner."
13. Exhibit 1: SCOPE OF WORK, Item 8.1, the following wording is deleted; "The Architect, through HNTB North Carolina, shall perform a Traffic Impact Analysis of the Court Street realignment with Marine Boulevard" and the following wording is substituted in lieu thereof: " The City , through HNTB North Carolina, shall provide a Traffic Impact Analysis of the Court Street realignment with Marine Boulevard and make available said report to the Architect."
14. Exhibit 1: SCOPE OF WORK, Article 10-FIXTURES, FURNISHINGS AND EQUIPMENT DESIGN is hereby amended as follows, "The detailed scope of furniture, fixtures, and equipment design is unknown at this time; however, the Owner has the option of engaging the Architect to provide specialized interior design services for the planning, procurement, and installation of Fixtures, Furnishings and Equipment (FF&E) per the fee schedule listed in Article 14."
15. Exhibit 1 : SCOPE OF WORK, item 14.1.10 is hereby amended as follows,  
  
"Furniture, Fixtures and Equipment design as described in Article 10 (Optional) Not to exceed \$110,000"
16. Exhibit 1 : SCOPE OF WORK, item 14.4 the following wording is deleted: "Where compensation for Basic Services under Article 3 is based on a stipulated sum, the compensation for each phase of services shall be as follows:

.1 Schematic Design Phase	fifteen percent	(15%)
.2 Design Development Phase	twenty percent	(20%)
.3 Construction Documents Phase	twenty-five percent	(30%)
.4 Bidding Phase	five percent	(4%)
.5 Construction Phase	thirty-three percent	(30%)
.6 Post Construction Phase	two percent	(1%)
.7 Total Basic Compensation	one hundred percent	(100%)

And the following wording is substituted in lieu thereof: "Where compensation for Basic Services under Article 3 is based on a stipulated sum, the compensation for each phase of services shall be as follows:

.1 Schematic Design Phase	fifteen percent	(15%)
.2 Design Development Phase	twenty percent	(20%)
.3 Construction Documents Phase	thirty percent	(30%)
.4 Bidding Phase	four percent	(4%)
.5 Construction Phase	thirty percent	(30%)
.6 Post Construction Phase	one percent	(1%)
.7 Total Basic Compensation	one hundred percent	(100%)

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Jacksonville

\_\_\_\_\_)  
Richard L. Woodruff, City Manager

WITNESS:

\_\_\_\_\_  
City Clerk

Gantt Huberman Architects, PLLC

\_\_\_\_\_  
Partner

WITNESS

\_\_\_\_\_

**CERTIFICATE OF CITY'S ATTORNEY**

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Amendment for the **Design of the Public Safety Complex** between the City of Jacksonville and **GANTT HUBERMAN ARCHITECTS, PLLC.** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account # \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Dollar amount of contract \_\_\_\_\_

## EXHIBIT "A"

### AGREEMENT FOR ARCHITECTURAL SERVICES FOR DESIGN OF THE PUBLIC SAFETY COMPLEX CITY OF JACKSONVILLE, N.C.

This AGREEMENT, made this 29<sup>th</sup> day of June, 2009 by and between GANTT HUBERMAN ARCHITECTS, PLLC (hereinafter called the ARCHITECT) and the City of Jacksonville, North Carolina (hereinafter called the OWNER) sets forth the requirements, conditions, covenants, and considerations of an AGREEMENT to provide professional ARCHITECTURAL services for the DESIGN OF THE PUBLIC SAFETY COMPLEX (hereinafter called the PROJECT) as described in EXHIBIT 1 – Scope of Work, which is attached hereto and made a part of this AGREEMENT.

#### I. SCOPE OF WORK/EXHIBIT 1

The SCOPE OF WORK consists of performing professional ARCHITECTURAL services relating to PROJECT, serving as OWNER'S professional ARCHITECT representative in connection therewith, providing professional consultation and advice, and performing the services relating to PROJECT as set forth in EXHIBIT 1 – Scope of Work.

#### II. ARCHITECT'S RESPONSIBILITIES

##### A. PROJECT TASKS:

The ARCHITECT will perform PROFESSIONAL SERVICES as set out in the EXHIBIT 1 – Scope of Work upon receipt of a fully executed original counterpart of this AGREEMENT, and receipt of a signed purchase order from the OWNER covering the work.

##### B. TIME SCHEDULE:

Services shall be performed as expeditiously as is consistent with professional skill and care and with the orderly process of the Project. The ARCHITECT agrees to complete the performance of its services under the Scope of Work not later than thirty-six (36) months from the OWNER'S Notice to Proceed. Before the ARCHITECT submits the first invoice for professional services to the OWNER, the ARCHITECT shall prepare for the OWNER'S review and approval a comprehensive schedule of the performance of the ARCHITECT'S services and those of the subcontractors. This schedule shall indicate dates of or periods of elapsed time allowed for OWNER approvals, dates when specific information is required by the ARCHITECT from the OWNER, and anticipated approval periods required for public authorities having jurisdiction over the Project. Once submitted by the ARCHITECT, the ARCHITECT and his subcontractors will be bound by that schedule and will not deviate from it without prior written authorization from the OWNER. Whether or not deviations from the schedule have been authorized by the OWNER, the ARCHITECT shall update this schedule as



necessary to reflect **OWNER** approved changes or unavoidable deviations and to indicate the probable impact of those deviations on the performance of the **ARCHITECT'S** services and the Project. Nothing in this subparagraph shall be construed as a waiver of the **OWNER'S** right to obtain full compliance by the **ARCHITECT** to **OWNER** approved schedules.

C. ASSIGNMENT/TRANSFER:

The **ARCHITECT** shall not assign or transfer any interest or responsibilities in this **AGREEMENT** without the written consent of the **OWNER**.

D. INSURANCE:

1. The **ARCHITECT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from negligent acts; errors and omissions; and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders, as well as insurance required by **OWNER** as set forth in EXHIBIT 3 – Insurance Requirements. Certificates indicating that all such insurances are in effect will be provided to **OWNER** by **ARCHITECT**.
2. Such policies (other than Worker's Compensation and **ARCHITECT'S** professional liability insurance) shall name **OWNER**, as additional insureds. Such policies shall provide that they may not be cancelled or modified (and that any expiration, cancellation or modification shall be of no force or effect) without thirty (30) days prior written notice to each Insured Party by certified, registered or express mail, and shall require the insurance carrier to defend any suit or proceeding against any Insured Party arising out of any claim covered thereby, even if such claim is groundless, false or fraudulent.
3. All such insurance shall be in form and substance satisfactory to **OWNER**, and shall be maintained with responsible insurance carriers licensed to do business in the State of North Carolina. Simultaneously with the execution hereof, the **ARCHITECT** has deposited with **OWNER** certificates of its insurance policies, if required by **OWNER**, and certificates of insurance and all applicable endorsements evidencing the insurance coverage required hereunder. Hereafter, certifications of renewal shall be deposited with **OWNER** not less than five (5) days before the scheduled date of expiration.
4. All insurance required to be maintained hereunder (other than professional liability insurance), must provide coverage on an "occurrence" basis. Professional Liability Insurance may be maintained on a "claims made" basis.
5. The **OWNER** shall require that each of its subcontractors for this Project carry insurance coverage, and agree to the indemnity and hold harmless provisions of this **AGREEMENT**. Before entering into any agreement with any **ARCHITECT**, the **OWNER** shall ascertain **ARCHITECT'S** insurance requirements and shall cause the **ARCHITECT** to provide **OWNER** with a certificate of insurance, and copies of the policies if requested by **OWNER**, evidencing insurance coverage in compliance with such requirements detailed in EXHIBIT 3 – Insurance Requirements. (The **OWNER** shall be named as **ADDITIONAL INSURED**

in all applicable policies.)

6. The **ARCHITECT** shall require the same insurance from any subcontractor as is required of the **ARCHITECT** by the **OWNER**. The **ARCHITECT** shall not allow any subcontractor to commence work on his/her subcontract until all insurance required of the subcontractor has been so obtained and approved by the Owner.
7. The provisions of Section D - INSURANCE shall survive the expiration or termination of this **AGREEMENT**.

**E. STANDARD OF CARE AND INDEMNIFICATION:**

1. **ARCHITECT** shall exercise reasonable care and skill as might be expected from similarly situated professionals performing services of the kind required under this **AGREEMENT** at the time and the place where the services are rendered. The staff of and subcontracts engaged by the **ARCHITECT** shall possess the experience, knowledge and character necessary to qualify them to perform the particular duties to which they are assigned.
2. **ARCHITECT** agrees to indemnify and hold the **OWNER**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this **AGREEMENT** and/or the performance hereof that are due to the negligent acts of the **ARCHITECT**, its officers, employees, or agents.
3. The **ARCHITECT** agrees to provide professional services that reflect the customary and accepted standards of professional care. If changes in schedule are requested by the **OWNER** or otherwise develop during the course of the **PROJECT** that would require the **ARCHITECT** to perform with a lesser standard of care in order to meet the schedule, it is the sole responsibility of the **ARCHITECT** to notify the **OWNER** in advance in writing that such deviation will be required and to provide the **OWNER** the specific basis for that opinion. The **ARCHITECT** shall not deviate to a lesser standard of care in the absence of express written authorization by the **OWNER**. This paragraph shall not be construed to authorize performance by the **ARCHITECT** at a standard of care that is less than that which is required by law or which is expected of **ARCHITECT'S** practicing under similar circumstances and conditions.

**F. ERRORS/DEFICIENCIES:**

**ARCHITECT** shall, without additional compensation, revise any materials prepared under this **AGREEMENT** if it is determined that the **ARCHITECT** is responsible for any negligent errors or deficiencies.

**G. ACCURACY OF WORK:**

To the best of the Architect's belief and information and based upon accepted Architectural practices and industry standards, the **ARCHITECT** shall conform to federal, state, and local laws and regulations governing the **PROJECT** and the Work. The **ARCHITECT** agrees and acknowledges that this duty is non-delegable and the **ARCHITECT**, by signing drawings or preparing drawings to submit for purposes of building permits shall be deemed to certify that it has

taken every reasonable measure to ascertain applicable laws and regulations relative to the **PROJECT**.

H. RECORDS/DOCUMENTS:

**ARCHITECT** shall maintain all records, documents, notes, and financial information related to performance of this work in accordance with generally accepted accounting principles and practices and shall provide the **OWNER** access to this information if requested.

I. NON-DISCRIMINATION:

**ARCHITECT** agrees not to discriminate against any employee or prospective employee because of race, religion, sex, color, age, or national origin.

J. IDENTIFICATION OF SUBCONTRACTORS:

Upon the **ARCHITECT'S** completion of 75% of the Construction Specifications, the **ARCHITECT** shall provide to the **OWNER** for the **OWNER'S** approval a list of all tests, inspections, or reports that are required in the Contract Documents, including, but not limited to, those provided by the **ARCHITECT** under the Scope of Work. This list must designate the party responsible for the engagement of and payment to providers of those services. Where the **OWNER** is to engage the provider, the **ARCHITECT** shall at the request of the owner as part of the Scope of Work, solicit competitive price proposals from reputable and licensed providers of those services, for the purposes of the **OWNER'S** engagement of such a provider. However, to the extent that testing or surveying services are necessary as a result of negligence or inconsistencies in the Contract Documents or in the negligent performance of services by the **ARCHITECT**, the **ARCHITECT** shall engage such providers and pay the costs thereof. Where any such remedial services are performed by providers already engaged by the **OWNER**, any fees paid to the provider by the **OWNER** for such services shall be deducted from the first payment subsequently due to the **ARCHITECT**.

K. REQUESTS FOR INFORMATION FROM CONTRACTOR:

The **ARCHITECT** shall require the Contractor to submit written Requests for Information and shall acknowledge receipt of each Contractor generated Request for Information within five days after receiving it. The **ARCHITECT** shall simultaneously issue a written responsive answer to the Contractor and to the **OWNER** for each Request for Information with the promptness necessary to avoid unnecessary delay or cost, but in no case more than ten days after the Request for Information is received by the **ARCHITECT**.

The **ARCHITECT** shall analyze written change order requests by the Contractor, including requests for adjustments to the contract sum or time, and shall report the results of the analysis to the **OWNER** within a reasonable time, but in no case later than ten days after the **ARCHITECT'S** receipt of the request.

The **ARCHITECT** shall give prompt written notice to the **OWNER** if and when the **ARCHITECT** becomes aware of any fault, defect, error, omission, or inconsistency in the **PROJECT** or in the contract documents.

#### **L. FEE FOR PROFESSIONAL SERVICE**

The **ARCHITECT** agrees that the fee for his professional services is adequate and sufficient consideration for his provision of all of the professional services necessary for his complete performance of the Scope of Work whether or not those services are individually expressed in this Agreement.

### **III. OWNER RESPONSIBILITIES**

#### **A. INFORMATION:**

**OWNER** will provide adequate information concerning **PROJECT** requirements, will provide other available pertinent information relating to the **PROJECT**, will provide adequate opportunities for consultation, will provide timely review of plans and documents, and will render decisions resulting there from in writing.

#### **B. OWNER'S REPRESENTATIVE:**

**OWNER** will designate a representative who shall have authority to transmit instructions, receive notices and information, and enunciate the **OWNER'S** policies and decisions. The **OWNER'S** representative shall be **WALLY HANSEN, INFRASTRUCTURE AND CAPITAL PROJECTS MANAGER.**

#### **C. MEETINGS:**

**OWNER** will arrange for and hold promptly any necessary meeting. This shall include the provision of meeting facilities when appropriate and the serving of all required public or private notices, unless otherwise determined in EXHIBIT 1 - Scope of Work.

#### **D. ACCESS:**

**OWNER** will provide access to and obtain permission for the **ARCHITECT** to enter upon public or private lands as necessary for the **ARCHITECT** to perform surveys, observations or other necessary functions.

#### **E. RESPONSE TO ARCHITECT'S REQUESTS:**

**OWNER** will respond within a reasonable time to the **ARCHITECT'S** requests for written decisions or determinations pertaining to the subject of the **ARCHITECT'S** services so as not to delay the performance of those services.

#### **F. WRITTEN NOTICE:**

**OWNER** will give prompt written notice to the **ARCHITECT** whenever the **OWNER** becomes aware of any event, occurrence, condition, or circumstance, which may substantially affect the **ARCHITECT'S** performance of its services under this **AGREEMENT**.

#### **G. OTHER ACTIONS:**

**OWNER** will take all municipal, corporate or other action as appropriate to authorize, finance and carry out this **AGREEMENT** and to ensure that this **AGREEMENT** constitutes a valid and binding **AGREEMENT** of the **OWNER**.

**H. PERMITS AND APPROVALS:**

**OWNER** will request approval and permits from all governmental authorities having jurisdiction over the Scope of Work (**PROJECT**) and such approvals and consents from others as may be necessary for completion of the **PROJECT**.

**I. COMPENSATION:**

**1. Basic Services:**

**OWNER** will pay **ARCHITECT** for performing the professional services enumerated in the Exhibit 1 - Scope of Work, an amount not to exceed **ONE MILLION NINE HUNDRED SIXTY FOUR THOUSAND NINETY DOLLARS (\$1,964,090.00)**.

The **ARCHITECT** agrees that, if the lowest bona fide bid or negotiated price for the entire scope of work varies more than five percent (5%) from the **ARCHITECT'S** estimate of the cost of the work, the **OWNER** may elect to require the **ARCHITECT** to perform at no cost to the **OWNER** all services necessary (and to waive the right of reimbursement for all reimbursable costs related to that performance) to modify the documents to indicate a design that is approved by the **OWNER** and that conforms to the approved cost of the work.

The Owner agrees that if the Project construction cost while in the programming or design phases is increased by ten percent (10%) or more by the Owner, then the Architect's fee for basic services shall be adjusted as mutually agreed upon.

**2. Additional Services:**

Any additional professional services related to but not within the EXHIBIT 1 – Scope of Work will be performed by the **ARCHITECT** upon prior written request (See EXHIBIT 4 – Change Order Form) of **OWNER** and for an additional professional fee as the **OWNER** and **ARCHITECT** may agree.

Additional Services and/or Contingent Additional Services are not included in the Architect's Scope of Work, but the Architect may believe it necessary to perform them due to circumstances beyond the Architect's control. In that event, the Architect shall, as a condition precedent, provide written notice to the Owner prior to commencing such services. If the Owner deems that such services are not required, the Owner shall provide written notice of this determination to the Architect. If the Owner so indicates, the Architect has no obligation to perform such services and shall not be entitled to any additional compensation for doing so.

**3. Payment of Invoices:**

**Invoices are due and payable within 30 days of receipt and approval by OWNER.**

**4. Disputed Invoices:**

In the event of a disputed or contested invoice, the Owner shall immediately notify the Architect. Only that portion so contested will be withheld from payment, and the undisputed

portion will be paid.

#### **IV. GENERAL PROVISIONS**

##### **A. OWNERSHIP OF DOCUMENTS:**

The products of this **AGREEMENT** shall be the property of the **OWNER**. Upon completion or other termination of this **AGREEMENT**, the **ARCHITECT** will deliver to the **OWNER** reproducible copies of any text and graphic materials pertaining to this **AGREEMENT**. The **ARCHITECT** will also make available any calculations pertaining to this **AGREEMENT** and provide copies of specific calculations upon request by **OWNER**. No reports, information, or materials prepared by the **ARCHITECT** under this **AGREEMENT** shall be made available to any person or organization without the prior written approval of the **OWNER**.

##### **B. COPYRIGHTS:**

The **ARCHITECT** hereby assigns to the **OWNER**, without reservation, all copyrights to all project related drawings, specifications, documents, models, photographs, and other work product of the **ARCHITECT**. The **OWNER'S** obligation to pay the **ARCHITECT** is expressly conditioned upon the **ARCHITECT'S** obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the **ARCHITECT** to the **OWNER** as expressed in this subparagraph, which copyrights the **ARCHITECT**, in turn, hereby assigns to the **OWNER**. The **OWNER**, in return, hereby grants the **ARCHITECT** a nonexclusive license to reproduce all such material for purposes relating directly to the **ARCHITECT'S** performance of this **PROJECT**, his records, and his marketing. This license shall not be assigned by the **ARCHITECT** and is terminated automatically upon any assignment or attempt to assign it. The license also shall terminate upon a breach of this Agreement by the **ARCHITECT**.

##### **C. REUSE OF DOCUMENTS:**

1. The documents prepared by **ARCHITECT** pursuant to this **AGREEMENT** are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of this or any other project. Any reuse without written verification or adaptation by **ARCHITECT** for the specific purpose intended will be at **OWNER'S** sole risk and without liability or legal exposure to **ARCHITECT**; and **OWNER** shall indemnify and hold harmless **ARCHITECT** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation by **ARCHITECT** will entitle **ARCHITECT** to further compensation at rates to be agreed upon by **OWNER** and **ARCHITECT**.
2. Copies of **OWNER**-furnished data that may be relied upon by **ARCHITECT** are limited to the printed copies (also known as hard copies) that are delivered to the **ARCHITECT**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **OWNER** to **ARCHITECT** are only for convenience of **ARCHITECT**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
3. Copies of Documents that may be relied upon by **OWNER** are limited to the printed copies (also known as hard copies) that are signed or sealed by the **ARCHITECT**. Files in electronic media format of text, data, graphics, or of other types that are furnished by **ARCHITECT** to

**OWNER** are only for convenience of **OWNER**. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

4. When transferring documents in electronic media format, **ARCHITECT** makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by **ARCHITECT** at the beginning of this **PROJECT**.
3. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**D. PRECEDENCE OF DOCUMENTS:**

In all cases where a conflict may exist between the exhibits and the text of this **AGREEMENT**, it shall be resolved in favor of the **AGREEMENT**.

**E. TERMINATION:**

This **AGREEMENT** may be terminated by either party at will. No termination may be effected unless the other party is given ten (10) days written notice by Certified Mail. Adjustment for any termination shall provide for payment to the **ARCHITECT** for services rendered and expenses incurred reasonably proportionate to the EXHIBIT 1 – Scope of Work for work accomplished prior to the date of notification of termination and including commitments by the **ARCHITECT** which had become firm prior to the date of notification of termination.

**F. SUBCONTRACTORS:**

Any subcontractor or outside associates required by the **ARCHITECT** in connection with the services covered by this **AGREEMENT** will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as are specifically authorized in writing by the **OWNER** during the performance of this **AGREEMENT**. Any substitutions in or additions to such subcontractor or associates will be subject to the prior approval of the **OWNER**.

**G. SUCCESSORS AND ASSIGNS:**

The **OWNER** and **ARCHITECT** each binds himself and his partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this **AGREEMENT**. Except as above, neither **OWNER** nor **ARCHITECT** shall assign, sublet, or transfer his interest in this **AGREEMENT** without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than **OWNER** and **ARCHITECT**.

**H. DISPUTE RESOLUTION:**

Any dispute arising between or among the Parties listed in this **AGREEMENT**, including without limitation a breach of such **AGREEMENT**, shall be subject to non-binding mediation in accordance with Rules as set forth for Mediated Settlement Conferences in Onslow County Superior Court.

I. SUSPENSION AND DEBARMENT REQUIREMENTS:

The ARCHITECT certifies, by submission of this proposal or acceptance of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily is excluded from participation in this transaction by any Federal department or agency. The ARCHITECT further agrees by submitting this proposal that he/she will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the ARCHITECT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

J. CONTROLLING LAW:

This AGREEMENT is to be governed by the laws of the State of North Carolina. Any and all applicable laws, rules, and regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts will be construed pursuant to the laws of the State of North Carolina. All claims and disputes arising from any contract shall be construed pursuant to the laws of the State of North Carolina. The State of North Carolina is the proper jurisdiction for all claims and disputes arising under any contract, and the proper venue is the Onslow County Superior Court.

V. EXECUTION

In witness of the provisions of this AGREEMENT, the authorized representatives of the ARCHITECT and of the OWNER have executed this AGREEMENT effective 6/29/09

OWNER:  
CITY OF JACKSONVILLE  
NORTH CAROLINA

BY: Ronald W. Massey 6/29/09  
Title: INTERIM CITY MANAGER

Ernest K. Mincey  
WITNESS:

ARCHITECT:  
GANTT HUBERMAN ARCHITECTS, PLLC

[Signature]  
BY: Jeffrey A. Huberman, FAIA

Title: Partner

Carla L. Reid  
WITNESS

SEAL





**CERTIFICATE OF CITY ATTORNEY**

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached AGREEMENT for **DESIGN OF THE PUBLIC SAFETY COMPLEX BY GANTT HUBERMAN ARCHITECTS, PLLC** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
John T. Carter, Jr.

\_\_\_\_\_  
Date

**APPROVAL BY CITY FINANCE OFFICER**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Account # 301-5099-463-4501  
6F0601

\_\_\_\_\_  
Signature

Dollar Amount of Agreement \$1,964,090.00

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**SCOPE OF WORK**  
**(Insert Attachments)**

## EXHIBIT 1: SCOPE OF WORK

### ARTICLE 1 – INITIAL INFORMATION

- 1.1 This Scope of Work is based on the following information.
  - 1.1.1 The Project name and location: Public Safety Complex, Jacksonville, NC.
  - 1.1.2 The Project's physical characteristics: The project site is located at the intersection of Marine Boulevard and Court Street. The new facility will be approximately 90,000 gross square feet and two stories in height.
  - 1.1.3 The Owner's budget for the construction cost of the work, as defined in Article 12.1, is \$20,300,000.
  - 1.1.4 The Owner's project schedule is to be determined. The following are preliminary dates:
    - .1 Notice to Proceed: June 22, 2009.
    - .2 Commencement of Construction: June 22, 2010.
    - .3 Substantial Completion: December 22, 2011.
- 1.2 Project Team
  - 1.2.1 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project: Jeffrey A. Huberman, FAIA, Partner; Gantt Huberman Architects, PLLC.
  - 1.2.2 The Architect will retain the following prime consultants:
    - .1 Civil and Structural Engineers: Bulla Smith Design Engineering; Charlotte, NC
    - .2 Mechanical and Electrical Engineers: McKnight Smith Ward Griffin Engineers; Charlotte, NC
    - .3 Program and Concept Design Architect: Redstone Architects, Inc., Bloomfield, MI
  - 1.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

### ARTICLE 2 – SCOPE OF PROGRAMMING

- 2.1 The Architect shall consult with the Owner and provide a building program that will identify spaces planned for the building. The building program will include individual room square footages, primary adjacencies, and special requirements.
  - 2.1.1 The City of Jacksonville's "Police and Fire Space Needs Study" will be used for reference.
- 2.2 The site will be evaluated for regulatory constraints such as zoning, use, physical characteristics, and environmental issues.

- 2.3 Sustainable design and LEED certification requirements will be developed, including preliminary review of potential energy and water conservation strategies and site orientation implications.
- 2.4 A preliminary project schedule to identify milestone design and construction delivery dates will be established.
- 2.5 A preliminary project construction cost estimate will be developed based on comparable building costs per square foot of construction.
- 2.6 In addition to meetings with City Staff, the Programming Phase shall include two meetings with City Council; one as a workshop, and one to present the final Programming document.
- 2.7 The Architect shall submit to the Owner for approval a Programming brochure that documents the building space requirements, the project schedule, and the preliminary construction cost estimate.

### ARTICLE 3 – SCOPE OF ARCHITECT'S BASIC SERVICE

- 3.1 The Architect's Basic Services include usual and customary landscape, civil, structural, mechanical, and electrical engineering services.
  - 3.1.1 In addition to the usual and customary civil engineering services, the Architect's basic services shall include the demolition design of the existing Police and Fire Department Building and the Bojangles restaurant site.
  - 3.1.2 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
  - 3.1.3 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
  - 3.1.4 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services in accordance with paragraph II.B of the Agreement. Thereafter, changes in the time schedule shall be governed by paragraph II.B of the Agreement.
  - 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.
  - 3.1.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
  - 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### 3.2 SCHEMATIC DESIGN PHASE SERVICES

- 3.2.1 The Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- 3.2.2 The Architect shall update the Programming phase brochure information regarding the Owner's requirements, schedule, and budget for the Cost of the Work. This update shall be incorporated into a preliminary evaluation that addresses the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
  - 3.2.5.1. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
  - 3.2.5.2. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
- 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 12.3.
- 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### 3.3 DESIGN DEVELOPMENT PHASE SERVICES

- 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate by means of drawings and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, and such other elements

as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.3.2 The Architect shall update the estimate of the Cost of the Work.

3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate by means of drawings and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 The Architect shall obtain on behalf of the Owner all regulatory approvals, permits and authorizations necessary for construction of the project exclusive of building permits to be obtained by the Contractor during the Construction Phase.

3.4.4 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

3.4.5 The Architect shall update the estimate for the Cost of the Work.

3.4.6 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 10.5, and request the Owner's approval.

### 3.5 BIDDING PHASE SERVICES

3.5.1 General - The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

#### 3.5.2 Competitive Bidding

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 assembling the Project Manual using standard bidding and contract documents supplied by the Owner and the Architect's specifications for the project;

- .2 reproducing Bidding Documents for distribution to prospective bidders;
- .3 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process (if applicable), and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

### 3.6 CONSTRUCTION PHASE SERVICES

#### 3.6.1 General

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon written final acceptance by the Owner..

#### 3.6.2 EVALUATIONS OF THE WORK

3.6.2.1 The Architect shall visit the Project site at least weekly and at additional times appropriate to the stage of construction. As part of the on-site visits, the Architect shall become familiar in detail with the progress and quality of the work completed and determine in detail if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with all the requirements of the Construction Contract Documents and all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees. The Architect shall exercise the utmost care and diligence in discovering and promptly reporting to the City any defects or deficiencies in the work of the Contractor or any subcontractors, or their respective agents or employees, or any other person performing any of the work in the construction of the Project. In addition, the Architect shall keep the City informed of the progress and the quality of the work by the submission of written progress reports.

3.6.2.2 Any defective designs or specifications furnished by the Architect and any failure of any services performed by the Architect to comply with any requirements set forth in this Contract shall be promptly corrected by the Architect at no cost to the City. The City's approval, acceptance, use of, or payment for all or any part of the Architect's services or of the Project itself shall in no way alter the Architect's obligations or the City's rights under this Contract.

- 3.6.2.3 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for the implementation of the intent of the Construction Contract Documents, the Architect shall have the responsibility to require additional inspection or testing of the work in accordance with the provisions of the Construction Contract Documents, whether or not such work is fabricated, installed or completed. However, the Architect shall obtain the Owner's prior written consent of any such additional inspection or testing.
- 3.6.2.4 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 3.6.2.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- 3.6.2.6 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.
- 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR
- 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts within five (5) working days of receipt of a complete Application for Payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to correction of minor deviations from the Contract Documents prior to completion, and (2) to specific qualifications expressed by the Architect.
- 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) reviewed construction means, methods, techniques, sequences or procedures, (2) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.
- 3.6.4 SUBMITTALS
- 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.
- 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop



Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals only after the Architect is satisfied that the professionals retained by the Contractor are qualified to render designs or certifications related to the Work.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time limits stated in II.K of the Agreement. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### 3.6.5 CHANGES IN THE WORK

3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain complete records relative to changes in the Work.

### 3.6.6 PROJECT COMPLETION

3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

### 3.7 POST CONSTRUCTION

3.7.1 Based upon the Contractor's as-built marked-up drawings of the Project, the Architect shall provide one electronic disk of the Record Drawings to the Owner. Files on the disk shall be in a format acceptable to the Owner.

3.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 – SECURITY CONSULTANT

4.1 The Architect, through Hughes Associates, shall provide security design services for the Project, including the following security needs assessment.

- .1 Conduct onsite visits with Owner to review current and future security related procedures, needs, and concerns.
- .2 Review current existing electronic security systems for future compatibility and functionality.
- .3 Conduct Crime Prevention Through Environmental Design (CPTED) review of proposed site and building plans, and submit report to Owner with recommendations for Owner's review and approval.

4.2 Provide security design and engineering for electronic security, including intercom, duress, intrusion detection, access control, and CCTV surveillance system.

4.3 Conduct site visits during construction to review progress of construction and one visit to witness acceptance testing of the security systems.

## ARTICLE 5 – INFORMATION TECHNOLOGY CONSULTANT

5.1 The Architect, though XZact Technologies, Inc., shall provide information technology design for the Project, including the following:

- .1 Conduct onsite visits with Owner to review current information technology and to develop future infrastructure requirements.
- .2 Conduct meetings with Owner to discuss strategy and determine proposed systems that will operate over the uniform cabling system.

5.2 Provide IT systems design and construction documents for the Project, including defining wiring, distribution frames, main cable entry, and telephone closets.

- 5.3 Assist in the bid phase for the IT system, provide evaluations, and recommend cable vendor to Owner.
- 5.4 Visit the project site on a monthly basis to review construction progress of the IT system.

#### ARTICLE 6 – SUSTAINABLE DESIGN AND LEED CERTIFICATION

- 6.1 The goal of the Project is LEED Silver certification. Toward that goal, the Architect shall provide the following:
  - .1 Register the project with the US Green Building Council (USGBC).
  - .2 Conduct a LEED Charrette with Owner to develop sustainable goals and strategies for the Project. Determine version of LEED most favorable to Project. Develop preliminary LEED checklist.
  - .3 Conduct a LEED Review Meeting at each Project phase to evaluate and adjust sustainable project goals. Update LEED checklist at each phase.
  - .4 Provide Fundamental Commissioning services as required by LEED (EAp1) to achieve LEED certification.
  - .5 Provide the following services as part of design and potential LEED certification, as determined jointly with the Owner.
    - a. Enhanced commissioning services (EAc3).
    - b. Indoor air quality testing (EQc3.2).
    - c. Daylight and energy studies (EAc1 and EQc8).
  - .6 Incorporate agreed-upon sustainable/LEED criteria into Contract Documents for bidding and construction.
    - a. Monitor and review LEED submittals throughout Construction phase.
    - b. Provide contractor with LEED tracking tools.
    - c. Review Contractor's monthly LEED reports for compliance with project goals.
  - .7 Prepare and submit LEED Documentation to USGBC for certification review. Respond to USGBC Audit comments. Submit additional documentation, if necessary.

#### ARTICLE 7 – GEOTECHNICAL INVESTIGATION

- 7.1 The Architect, through WPC, Inc., shall perform a geotechnical investigation of the Project site, inclusive of borings, seismicity/liquefaction field work, analysis, storm water development and design, and provide a report to the Owner.

#### ARTICLE 8 – COURT STREET REALIGNMENT

8.1 The Architect, through HNTB North Carolina, shall perform a Traffic Impact Analysis of the Court Street realignment with Marine Boulevard.

8.2 The Architect shall provide signal design for the Court Street realignment.

#### ARTICLE 9 – SITE SURVEY

9.1 The Architect, through Parker & Associates, shall provide a survey consisting of boundary work, existing building and parking locations, curb and gutter and edge of pavement locations, water, sewer, storm drainage and electrical structures, and topography. It will also include off-site locations as required by the City of Jacksonville site plan submittal process.

#### ARTICLE 10 – FIXTURES, FURNISHINGS AND EQUIPMENT DESIGN

The detailed scope of furniture, fixtures, and equipment design is unknown at this time; however, the Owner desires to engage the Architect to provide specialized interior design services for the planning, procurement, and installation of Fixtures, Furnishings and Equipment (FF&E).

##### 10.2 Schematic FF&E Phase

10.2.1 Program of Requirements. The Architect shall review the Program of Requirements (POR), architectural plans, Project schedule and FF&E budget proposed for the Project.

10.2.2 FF&E Review. The Architect shall, in conjunction with the Owner, ascertain program revisions, functions, adjacencies, anticipated growth, aesthetic needs or desires and shall verify the completeness of the FF&E requirements. This review includes surveying existing spaces and work methods, documenting file and storage requirements, and verifying all electrical, communication and HVAC requirements for the FF&E.

10.2.3 FF&E Statement of Probable Cost. The Architect shall develop a Statement of Probable Cost for all FF&E from the information gathered in items 10.2.1 and 10.2.2. The Statement of Probable Cost shall be submitted to the Owner for review and further direction.

10.2.4 FF&E Milestone coordination. The Architect shall develop a time line of the FF&E process coordinated with the Project schedule and projected Construction completion dates. This information shall be submitted to the Owner for review and further direction.

10.2.5 Schematic Design Documents. Based on the approved FF&E Program of Requirements, schedule and budget requirements, the Architect shall initiate the development of separate Documents for FF&E planning, coordination and procurement. These documents shall consist of scaled floor plans reflecting all FF&E requirements and Owner functions and FF&E specifications for procurement. The Architect shall maintain the coordination of these documents with other Design/Construction Documents and any revisions to other Design/Construction Drawings and Documents. The Architect shall conduct working sessions with the Owner to verify accuracy of information.

10.2.6 Preliminary FF&E Recommendations. The Architect shall prepare and present to the Owner, preliminary selections of FF&E and associated materials for review and approval. The Architect shall recommend FF&E items following Owner standards of quality and with service requirements that match and coordinate with power and communication established for the Project.

10.2.7 Working Sessions. Services for this phase shall include up to six (6) working sessions with City Staff and one (1) Council Workshop. The Architect shall obtain approval on the final working session documents prior to proceeding to the next phase.

### 10.3 Design Development Phase

- 10.3.1 Design Development Documents. The Architect shall further develop the FF&E plans; drawings and recommendations for the Project based on the information gathered in Section 10.2. The Architect shall also further refine finish material and color selections that blend with the character and functions of the Project. The Architect shall revise the plans and drawings as required to obtain Owner approval.
- 10.3.2 Presentations, Mock-ups, Site Tours. The Architect shall coordinate and organize FF&E presentations, mock ups, site tours or combinations of the above or whichever may be necessary for the Owner to make final decisions for FF&E selections.
- 10.3.3 Outline Specifications. The Architect shall develop outline specifications of all new items considered for the Project based on decisions made in items 10.3.1 and 10.3.2. The specifications shall follow Owner standard purchasing format and indicate quantities, room assignments, sizes, options, finish selections and other information necessary for review and final approval by the Owner.
- 10.3.4 Budget Review and Statement of Probable Costs. The Architect shall provide a comparison of the available budget with any refinements to the planning and selections for the Project thus far. This Statement of Probable Costs shall include other applicable costs such as refinishing or refurbishing existing FF&E planned to be reused or required to be reused to meet budget. This document shall be submitted to the Owner for review and further direction.
- 10.3.5 Revisions to FF&E Budget and Project Schedule. Prior to proceeding to the next phase, the Architect shall review final Construction Bids and Awarded Construction Contracts. If Construction Bids and Project Schedule adversely affect the FF&E budget and potential orders, the Architect will schedule a working session with the Owner to decide adjustments required and further directions for the FF&E.
- 10.3.6 Working Sessions. Services for this phase shall include up to eight (8) group working sessions to meet City staff and one (1) City Council work session. The Architect shall obtain signature approval on the final working session documents prior to proceeding to the next phase.

### 10.4 Contract Documents Phase

- 10.4.1 Contract Documents. Based on the approved budget and plans established in Section 10.3 and any other adjustments in the program or available funding, the Architect shall develop and submit final FF&E Contract Documents for review and approval by the Owner. The documents shall consist of final FF&E drawings (floor plans and other detailed drawings) for the location of new FF&E to be purchased. The final drawings shall also note existing/re-used FF&E that will be relocated by the Owner in a manner that distinguishes these items differently from the purchased (new) items. Final FF&E Specifications shall also be part of the Contract Documents. The specification shall include all information regarding complete product numbers, options, finishes and materials. The specifications shall follow the standard purchasing format as used by the Owner. The Architect shall revise the plans and drawings as required to obtain Owner approval.
- 10.4.2 Final Budget Review of Probable Costs. The Architect shall provide an updated comparison of the available budget with any refinements to the planning and selections for the Project thus far. This Statement of Probable Cost shall include final costs such as refinishing or refurbishing existing FF&E planned to be reused or required to be reused to meet budget. This document shall be submitted to the Owner for review and further direction.
- 10.4.3 Drawings and Specifications. The Architect shall issue final Drawings and Specifications to the Owner in written form and one set in electronic form.

- 10.4.4 Working Sessions. Services for this phase shall include up to four (4) group working sessions to meet City staff. The Associate shall obtain signature approval on the final working session documents prior to proceeding to the next phase.

#### 10.5 Bidding Phase

- 10.5.1 Obtaining Bids. The Architect shall obtain itemized FF&E bids from Vendors utilizing current Owner procurement Contracts for FF&E. The Owner shall provide this information to the Architect for reference and use. The Architect shall verify that all estimates obtained agree with the Specifications and Drawings developed by the Associate and agree with the available budget for FF&E.
- 10.5.2 Bid Documents. The Architect shall prepare any bid documents, issuance of addenda, and assist the Owner in the review of bids for award in the event that the selected FF&E items are not available on Contract. The Owner shall issue bid inquiries to Vendors and receive all Bids for tabulation and review.
- 10.5.3 Document Responsibility. The Architect shall check all Vendor Bids and related submittals for accuracy and completeness and to assure conformity with the drawings and specifications. In addition, the Architect shall be responsible for the completeness and accuracy of the drawings and specifications issued to the Vendor for pricing.
- 10.5.4 Drawings and Specifications. The Architect shall distribute of Drawings and specifications to Vendors and the Owner for record document.
- 10.5.5 Final Budget Review for Purchase Orders. The Architect shall meet with the Owner to review the available budget with submitted Vendor pricing and to obtain final approvals. The Architect shall make revisions necessary to meet the available budget if it is exceeded as directed by the Owner.
- 10.5.6 FF&E Procurement. The Owner shall issue all requisitions for purchase and Purchase Orders to Vendors using the final bids obtained by the Architect.

#### 10.6 Contract Administration and Installation Phase

- 10.6.1 Duration and Extent. The Contract Administration Phase will commence with the Award of FF&E Purchase Orders and will terminate when the Vendor has completed final FF&E punch list items for the Project.
- 10.6.2 Order Tracking and Scheduling. The Architect shall monitor the status of all FF&E orders with each Vendor and shall schedule delivery and installation in accordance with completion of Construction and approved occupancy of the finished areas. The Architect shall meet with Construction Contractor and Owner to coordinate construction completion dates and FF&E delivery and installation dates.
- 10.6.3 Shop Drawings and Submittals. The Architect shall review and approve all shop drawings, sample submittals and other submissions of the Vendor and take appropriate action regarding the shop drawings and submittals promptly to avoid unreasonable delay for orders. One copy of the approved shop drawings shall be given to the Owner for record.
- 10.6.4 Change Orders. The Architect shall advise and consult with the Owner for approval of all items affecting project cost. All Change Orders shall be prepared by the Architect for administration by the Owner.
- 10.6.5 FF&E Accounting. The Architect shall maintain cost records for all FF&E specified and ordered for the Project. The Owner shall have access to these records at all times. In addition, the Owner

shall maintain cost accounting records for the project Purchase Orders that have been placed. The Architect shall have access to these records at all times to review accuracy of Orders, Change Orders and progress checks.

- 10.6.6 Site Visits and Investigation of Conditions. The Architect shall visit the site of the Project at appropriate intervals or at such intervals as the Architect and the Owner agree, to observe details affecting the later installation of FF&E and become familiar with the progress and quality of the work on the Project. The Architect shall communicate and coordinate any conditions and concerns affecting the work with the Owner.
- 10.6.7 Pre-installation Coordination. The Architect and Owner shall conduct a pre-installation meeting with Vendors and Construction Contractor at least three (3) weeks prior to FF&E installation to review schedules, installation procedures, site access and conditions, security and Owner coordination issues.
- 10.6.8 Installation. The Architect shall oversee the FF&E installation process and check for conformance with the Contract Documents. The Architect shall prepare written punch lists showing items that require correction or completion by each Vendor. The Architect shall submit punch lists to the Owner at appropriate intervals during the installation and a final punch list at the completion of installation.
- 10.6.9 Final Installation Inspection. The Architect shall conduct a final close out inspection with the Owner at final installation and prior to User move-in to review punch list completion items or other issues of concern.
- 10.6.10 Vendor Payments. The Owner shall approve all Vendor payments and consult with the Architect as to final completion of orders.

#### ARTICLE 11 – OWNER'S RESPONSIBILITIES

- 11.1 The Owner's responsibilities are set forth by Part III of the Agreement for Architectural Services.

#### ARTICLE 12 – COST OF THE WORK

- 12.1 For purposes of this Scope of Work, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- 12.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 12.4 and 12.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.
  - 12.2.1 The Architect agrees that, if the lowest bona fide bid or negotiated price for the entire scope of work varies more than that set forth by III.I. 1 of the Agreement from the Architect's estimate of the cost of work, the Owner may elect to require the Architect to perform at no cost to the Owner all services necessary (and to waive the right of reimbursement for all reimbursable costs related

to that performance) to modify the documents to indicate a design that is approved by the Owner and that conforms to the approved cost of the work.

- 12.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.
- 12.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work may, at the discretion of the Owner, be adjusted to reflect changes in the general level of prices in the applicable construction market.
- 12.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner will cooperate with the Architect to the extent possible in making such adjustments.
- 12.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
- .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 terminate the project;
  - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  - .5 implement any other mutually acceptable alternative.
- 12.7 If the Owner chooses to proceed under Section 12.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 12.6.1.

#### ARTICLE 13 – ADDITIONAL SERVICES:

13.1 Additional Services listed below are not included in the Scope of Work, but may be required for the Project. Performance of and Compensation for Additional Services shall be governed by III.1.2 of the Agreement.

##### 13.2 Detailed Cost Estimating

13.2.1 The requirement for detailed cost estimating resulting from a construction delivery method other than that previously identified may require detailed cost estimating and meetings between the cost estimating consultants and the Contractor.

##### 13.3 Rezoning of Property



13.4 Off-Site Utility Design

13.5 Environmental Assessment, including Asbestos or Lead-Based Paint testing.

13.6 Site Contamination Mitigation

13.7 Construction Testing during the Construction Phase; however, the Architect shall identify to the Owner during the Construction Documents Phase, construction testing that will be required by the Contractor and by the Owner. Identification of testing requirements shall be provided as part of the Architect's basic services.

13.8 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 13.10 shall entitle the Architect to additional compensation and an appropriate adjustment in the Architect's schedule.

13.9 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

13.10 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no obligation to compensate the Architect for those services:

- a. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in the initial Agreement between the Owner and the Contractor, whichever is earlier.

13.11 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated according to a fair and reasonable stipulated sum determined by the Owner and Architect.

#### ARTICLE 14 – COMPENSATION

14.1 For the Architect's Services described under Articles 2 through 10, the Owner shall compensate the Architect as follows:

- .1 Programming Phase as described under Article 2.....\$50,000.
- .2 Architect's Basic Services as described under Article 3 .....\$1,350,000.
- .3 Security Consultant as described under Article 4, inclusive of four site visits during design and construction.....\$64,500.
- .4 Information Technology Consultant as described under Article 5, inclusive of eight site visits during design and construction.....\$42,600.
- .5 Sustainable Design and LEED Documentation as described under Article 6
  - a. USGBC Registration Cost.....\$600.
  - b. USGBC Review and Certification Cost.....\$4,050.
  - c. LEED Workshops and USGBC Documentation .....\$41,000.
  - d. Fundamental Commissioning, (EAp1) (Required for LEED Cert.) .....\$60,000.
  - e. Enhanced Commissioning (EAc3) .....\$15,000.
  - f. Indoor Air Quality (EQc3.2).....\$25,000.
  - g. Daylighting / Energy Studies (EAc1 and EQc3).....\$31,400.
- .6 Geotechnical Investigation as described in Article 7
  - a. Geotechnical Investigation.....\$25,000.
  - b. Seismicity / Liquefaction Field Work .....\$14,000.
  - c. Additional Engineering Analysis.....\$5,000.
  - d. Modified Site Development Options (Storm Water Design).....\$6,000.
- .7 Court Street Realignment as described in Article 8
  - a. TIA Preparation.....\$12,600.
  - b. Signal Design .....\$5,500.
- .8 Survey as described in Article 9

- a. Survey .....\$12,840.
- .9 Construction Testing
  - a. Special Inspections / Design Professional in Responsible Charge .....\$14,000.  
(required by NC Building Code)
- .10 Furniture, Fixtures and Equipment Design  
as described in Article 10 ..... Not to Exceed \$110,000.
- .11 Allowance for Reimbursable Expenses as described in Article 15 .....\$75,000.
- 14.2 For Additional Services that may arise during the course of the Project, including those under Section 13.1, the Owner and the Architect shall determine fair and reasonable stipulated sum.
- 14.3 Compensation for Additional Services of the Architect's consultants when not included in Section 13.2 or 13.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:
- 14.4 Where compensation for Basic Services under Article 3 is based on a stipulated sum, the compensation for each phase of services shall be as follows:
 

.1 Schematic Design Phase	fifteen percent	(15%)
.2 Design Development Phase	twenty percent	(20%)
.3 Construction Documents Phase	twenty-five percent	(30%)
.4 Bidding Phase	five percent	(4%)
.5 Construction Phase	thirty-three percent	(30%)
.6 Post Construction Phase	two percent	(1%)
.7 Total Basic Compensation	one hundred percent	(100 %)
- 14.5 When compensation for Services under Articles 4 through 11 is based on a stipulated sum, the compensation shall be based in a proportion to services performed.

#### ARTICLE 15 – REIMBURSABLE EXPENSES

- 15.1 The Architect shall include an amount in total fee for reimbursable expenses listed below or as otherwise approved by the Owner. Reimbursable Expenses are for certain actual expenses incurred by the Architect in connection with the Project as follows:
  - .1 Travel Costs: The expense of travel costs incurred by the Architect to travel to Jacksonville, NC and for overnight accommodations shall be at the NC State government rates. Airfare shall be coach class.
  - .2 Delivery Costs: Overnight delivery costs to the Owner.

- .3 Reproduction Costs: Documented reproduction and postage costs of required drawings, specifications, reports, bidding and contract documents, excluding the cost of reproductions for the Architect or consultants own use.
- .4 Payment of Expenses: The Architect shall include a request for reimbursement of expenses with payment applications. This request shall include in an orderly manner, the date and justification of the expense, and additional information like trip destination, reproduced material description, invoice and transmittal. The Owner may request additional documentation of expense.

15.2 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted on an annual basis in accordance with the Architect's normal review practices.

2009 Hourly Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Partner.....	\$225
Jr. Partner .....	\$185
Associate.....	\$160
Architect .....	\$145
Architectural Intern .....	\$100
Interior Design.....	\$125
Clerical .....	\$75

The above rates are valid from January 1 to December 31, 2009.

15.3 Compensation for Reimbursable Expenses

15.4 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Travel and subsistence to Jacksonville, NC;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Professional renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 All taxes levied on professional services and on reimbursable expenses, and any local professional fees;

- .8 Site office expenses; and
  - .9 Other similar Project-related expenditures.
- 15.5 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten (10%) of the expenses incurred.
- 15.6 The Owner shall not withhold amounts from the Architect's compensation except as stipulated by paragraph III.I.4 of the Agreement.

**EXHIBIT 2**  
**INSURANCE REQUIREMENTS**  
**(Insert Insurance Certificates)**

**ARCHITECT** must obtain and provide proof of the following types of insurance with the dollar limits designated, if the box is checked.

The provisions in Section II, D. INSURANCE 1-6, are applicable to the designated required insurance coverage.

- ☒ 1. Worker's Compensation Insurance: In accordance with North Carolina Statutory limits.
- 2. Comprehensive General Liability Insurance:
  - ☒ \$1,000,000 Single Limit.
  - ☐ \$500,000 Single Limit
- 3. Professional Liability Insurance:
  - ☒ \$1,000,000 per Claim/\$1,000,000 per Aggregate
  - ☐ \$500,000 Single Limit
- 4. Automobile Liability Insurance:
  - ☒ \$1,000,000 Single Limit.
  - ☐ \$500,000 Single Limit
- 5. Umbrella Liability Insurance:
  - ☐ \$1,000,000 Single Limit.
  - ☐ \$500,000 Single Limit

**ADDITIONAL INSURED:** The City of Jacksonville must be listed as an additional insured on the following insurance certificates:

- 1. Automobile Liability Insurance
- 2. Comprehensive General Liability Insurance
- 3. Umbrella Liability Insurance

CITY OF JACKSONVILLE  
CONTRACT/PURCHASE ORDER CHANGE REQUEST

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**NOTICE TO PROCEED**

TO: Gantt Huberman Architects, PLLC  
Attn: Jeffrey A. Huberman, FAIA  
500 North Tryon Street  
Charlotte, NC 28202  
(704) 334-6436

PROJECT: **DESIGN OF THE PUBLIC SAFETY COMPLEX**

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED 6/29/09 ON OR BEFORE 7/1/09 AND TO COMPLETE THE WORK WITHIN 904 CONSECUTIVE CALENDAR DAYS THEREAFTER. THE DATE OF COMPLETION OF ALL WORK IS THEREFORE ON OR BEFORE 12/22/2011.

CITY OF JACKSONVILLE

BY: Ronald Massey 6/25/09  
Ronald Massey, Interim City Manager

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS  
HEREBY ACKNOWLEDGED BY:

\_\_\_\_\_ **ARCHITECT**

BY: \_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**NOTICE TO PROCEED**

TO: Gantt Huberman Architects, PLLC  
Attn: Jeffrey A. Huberman, FAIA  
500 North Tryon Street  
Charlotte, NC 28202  
(704) 334-6436

PROJECT: **DESIGN OF THE PUBLIC SAFETY COMPLEX**

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK ON THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THE AGREEMENT DATED 6/29/09 ON OR BEFORE 7/1/09 AND TO COMPLETE THE WORK WITHIN 904 CONSECUTIVE CALENDAR DAYS THEREAFTER. THE DATE OF COMPLETION OF ALL WORK IS THEREFORE ON OR BEFORE 12/22/2011.

CITY OF JACKSONVILLE

BY: Ronald Massey 6/29/09  
Ronald Massey, Interim City Manager

**ACCEPTANCE OF NOTICE**

RECEIPT OF THE ABOVE NOTICE TO PROCEED IS  
HEREBY ACKNOWLEDGED BY:

JEFFREY A. HUBERMAN ARCHITECT

BY: [Signature]  
Signature

TITLE: PARTNER

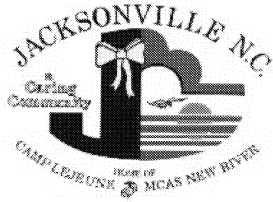
DATE: 7/1/09

# EXHIBIT "B"

City of Jacksonville Center for Public Safety  
Jacksonville, NC  
March 2, 2011

## Project Schedule

Task Name	Calendar Days	Total
<b>Design Development (Completion)</b>		
Design Development	42 days	
DD Submittal/Review by City	14 days	
Fianl DD Submittal/Approval	14 days	
		<b>70 Calendar Days</b>
<b>Construction Documents</b>		
Construction Documents	98 days	
City/D.O.I./Building Permit Review	60 days	
Final CD Submittal/Approval	14 days	
		<b>172 Calendar Days</b>
<b>Bidding and Award</b>		
Advertisement for Bids	32 days	
Bid Review and Award	56 days	
		<b>88 Calendar Days</b>
<b>Construction</b>		
Construction of New Building	548 days	
Relocation of Departments and Demolition of Existing Police/Fire Bldg.	60 days	
Completion of Construction	60 days	
		<b>668 Calendar Days</b>



# Request for City Council Action

**Consent  
Agenda  
Item:** **5**  
**Date:** 4/19/2011

---

**Subject:** Resolution Establishing FY 12 Council Goals

**Department:** City Manager's Office

**Presented by:** Ron Massey, Assistant City Manager

**Presentation:** No

---

## Issue Statement

The Council Goals guide the City organization and form the basis for budget priorities and performance assessment. The Council met on February 15, 2011 to review the FY 2011 Goals and revise those goals, as appropriate, for FY 2012. Council also identified a list of Tasks on which they wanted the City Staff to work in FY 2012. Based upon the Council's February Workshop, the proposed FY 12 Goals and FY12 Task List are attached for review.

## Financial Impact

None, at this time. Resources necessary to accomplish these goals will be included in the proposed FY 2011-12 Budget

## Action Needed

Consider proposed Resolution establishing FY 12 Council Goals at Attachment A

## Recommendation

Staff recommends Council adopt the Resolution establishing FY 12 Council Goals.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Resolution Establishing FY 12 Council Goals
- B FY 12 Task List generated during Council Goal Setting Discussions
- C FY 11 Mission, Vision, Goals

## RESOLUTION (2011 - )

### RESOLUTION ADOPTING CITY COUNCIL GOALS FOR FISCAL YEAR 2012

**WHEREAS**, the Jacksonville City Council conducted a Special Meeting in Onslow County on February 15, 2011 for goal setting, and

**WHEREAS**, during their meeting, the City Council reviewed the mission, vision, and goals of the prior fiscal year and discussed revisions to the existing mission and goals and also proposed new goals and tasks for Fiscal Year 2012;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Jacksonville that the Mission, Vision, and Goals herein are the direction of the City Council and once adopted shall be used by Staff during the budget process to evaluate proposed funding.

#### **Mission Statement**

To provide the leadership, vision and oversight to ensure the responsible stewardship of Jacksonville's resources for the effective, efficient, and economical delivery of municipal services for today and for the future.

#### **Vision**

Jacksonville, whose abundant natural resources, healthy environment, military presence, and vibrant economy, make it the best place to live, work, play, and visit.

#### **CITY COUNCIL FY 12 GOALS**

**Goal 1:** Develop strategies to improve the quality of life, sustainability of the community, and the environmental quality of Jacksonville

**Goal 2:** Develop strategies to implement downtown redevelopment

**Goal 3:** Assess and properly respond to the needs and quality of life of the community

**Goal 4:** Ensure infrastructure which is adequate to meet current needs and plan for infrastructure for the future growth of the community

**Goal 5:** Maintain current key relationships with the Onslow County Commission, the military community, ONWASA, and others, and build additional key relationships which will produce a quality Jacksonville community

**Goal 6:** Maintain a quality, dedicated and effective workforce

**Goal 7:** Be proactive in protecting the safety and welfare of all citizens of the Jacksonville community

Attachment

**A**

**Goal 8:** Be an innovative government that embraces technology and utilizes effective, efficient, and economically sound strategies to serve our citizens and to accomplish outstanding service delivery.

**Goal 9:** Utilizing Clean and Green Jacksonville, make Jacksonville the cleanest community on the east coast of North Carolina

Adopted by the Jacksonville City Council in regular session this 19th day of April 2011.

---

Sammy Phillips, Mayor

ATTEST:

---

Carmen K. Miracle, City Clerk

**Task List for FY 12  
Generated by Council Workshop  
February 15, 2011**

**General Operations**

1. Problem Solving – Be more proactive in problem solving
2. Branding - Create a branding/wayfinding program for the community
3. Strategic Plan - Create a countywide Strategic Plan
4. Boards & Commissions – Look at all City Boards to determine their mission and needs, and potentially merging to streamline their efficiency.
5. Study all areas of city operations to implement effectiveness, efficiency, and economy

**City Clerk/Attorney/Community Programs**

1. City Committees - Study all committees to determine their current missions, effectiveness, the need for continuing with those committees, and determine a proper role for the future.
2. Annexation Legislation - Work against the annexation legislation currently proposed in the State Legislature.
3. Voluntary Annexations - Work on voluntary annexations
4. Annexation Brochure - Create a document to be included in a mailer which shows the benefits of annexation and what annexation has meant to cities in North Carolina
5. G10 -- continue to expand the use of G10

**Transit**

1. Parking - Work with the Coastal Carolina Community College on parking/create transit parking areas

**Development Services**

1. Major Corridors - Develop standards and regulations for private development on our major corridors
2. Dragon Slayer Program - Utilize the Dragon Slayer Program to assist and encourage development in Jacksonville
3. Customer Service Improvement - Review the current process for issuing permits and continue to improve customer service in the development sector of City government
4. Development Review approval process - Prepare a workshop which will review the 25,000 square-foot rule which requires developments of that size to be approved by the City Council
5. Review and finalize UDO Modules 2 & 3.
6. Technology Uses - Analyze technology as an approach for identifying ways of improving the Building Department and others involved in the permitting process, reduce the flow of paper and improve the efficiency of the system

**Downtown Development**

1. Parking - Conduct a parking study and make recommendations for implementing new parking in the downtown area. Include public-private partnership opportunities

Attachment

**B**

2. County Government Input - Engage the County Government in downtown planning and redevelopment
3. Physical Model - Develop a physical model which will show the future development of the Downtown area.
4. Storm Water System - Study Wilmington's approach to downtown storm water management and create a centralized storm water system for Jacksonville's downtown area
5. Cultural and Civic activities - Have more focus on the downtown and proceed with activities which can lead to redevelopment
7. Revolving Loan Program - Try to establish funding for a revolving loan program to assist and encourage businesses to locate in the downtown area
8. Downtown Code - Review and recommend changes to the downtown code
9. B.O.L.D.'s Role - Review the current function of B.O.L.D. and determine an appropriate role for B.O.L.D. to play in the future relative to the downtown

## **Recreation**

1. Recreational Opportunities - Create more parks and recreational opportunities throughout Jacksonville
2. Clean & Green Landscaping - Utilize a public-private partnership for installing clean and green landscape improvements on Western Boulevard and other areas of the community
3. New Park - Work to create a park on Country Club Road on City-owned property
4. City Cemetery – Develop concepts which will determine alternatives to the current chain-link fence around the cemetery
5. Wooten Park - Resurface/replace the basketball court at Wooten Park
6. Recreation Activities - Consider utilizing the lagoons and surrounding land at the land treatment site for remote-control aircraft and other recreation activities.
8. Trails Program - Create connectivity within the trails program
9. Cleaning - Continue to improve the cleanliness of the City utilizing mowing, litter control and edging

## **Public Services**

### **Streets**

1. Funding - Enhance funding for resurfacing of roads in the City
2. Paving - Determined techniques for more timely paving of the road system and utilization of Powell Bill Funds
3. Cleaning - Continue to improve the cleanliness of the main streets including street sweeping, mowing, litter control and edging

### **Sanitation**

1. Innovation - Continue identify and implement innovation and mechanization/automation including yard waste collection techniques
2. Yard Waste Collection Alternative - Prepare a study for the City Council which shows yard waste collection alternatives

### **Water/Wastewater**

1. ONWASA - Look for ways to partner with ONWASA
2. Piney Green Sewer - Implement the Piney Green sewer project

3. LAS Management - Implement the land treatment site management plan as recommended by the expert panel and the forestry management plan for the LAS to ensure intensive forestry management at the site.
4. Recreation Opportunities LAS - Look at options for use of the land at the land treatment site for recreation purposes
5. Alternate Energy Source - Consider "fuel the force" opportunities at the land treatment site. Study biomass as an option for generating electricity at the land treatment site
7. Wastewater Master Plan - Prepare a workshop which provides an overview of the current wastewater master plan and explain current planning for the future and identify options for expanding our treatment capacity.
9. Water Plant Tour - Conduct a tour of the new water plant for the Mayor and Council and schedule an Open House of the new water plant in April of 2011 .

### **Stormwater**

1. Storm water – Improve the image of the storm water staff including customer service training

### **Finance**

1. Water billing - Study techniques and technologies which will improve the number of customers utilizing electronic or other payment options rather than the conventional bill
2. Payment of utility bills/Drive up Window - Prepare a report relative to the number of customers which utilize the drive up window. Include data on all current methods of payment and the number of customers using each method.

### **Fire**

1. Medical Emergencies - Analyze the City's/communities' current approach of responding to medical emergencies, identify alternatives, and report to Council with recommendations for changes in the delivery of this service
2. Begin construction of Fire Station 2
3. Begin construction of the Center for Public Safety
4. Study locations for future Fire Stations

### **Police**

1. Technology - Implement the E-crash computer program and continue to improve technology for citizens to gain access to various police records
2. Reducing Speed in neighborhoods - More focused attention in the neighborhoods for reducing speeding

### **Human Resources**

1. Workers Comp Claims -- Provide information relative to workers compensation claims and the impact on such claims due to the automated garbage collection system
2. Turn Over Rate - Prepare information relative to turn over rate for all City Departments

### **ITS**

1. Expand Technology - Continue to explore new ways to expand technology in every facet of City government experience





# City of Jacksonville

## Mission

To provide the leadership, vision, and oversight necessary to ensure the responsible stewardship of Jacksonville's environment and natural resources, for the effective and efficient delivery of municipal services, and for the proper planning for the future.

## Vision

A Jacksonville whose abundant natural resources, healthy environment, military presence, and vibrant economy make it the best place to live, work, and visit.

## Goals for Fiscal Year 2011

### **GOAL 1: Develop Planning Strategies to Promote Sustainable & Environmentally Sound Growth**

**Objective 1.1** – Promote infill development that makes efficient use of existing infrastructure

- Describe infill development and identify geographical area
- Include design guidelines and other regulatory mechanisms in revisions to the City's land use regulations
- Propose financial incentive programs to promote infill
- Explore the development of stormwater service areas in order to increase the amount of usable land for infill development while protecting water quality
- Create neighborhood plans

Attachment

**C**

**Objective 1.2** – Promote sound growth planning practices in coordination with neighboring jurisdictions

- Seek partnerships in creating regional capacity to serve basic utility needs and land use planning
- Work with neighboring jurisdictions to remediate existing and prevent future environmentally damaging development practices
- Work to prevent growth near City limits that will be expensive to serve and/or retrofit in the future
- Work to educate public regarding the benefits of annexation in providing for the efficient expansion of urban services, the prevention of environmental degradation, and protection of quality of life

**Objective 1.3** – Promote environmentally sound strategic planning to ensure consistent service levels in existing and growth areas as identified by the adopted Annexation Plan

- Explore strategies for the incremental extension of services to growth areas
- Plan for investments in advance of growth to increase efficiency of future service delivery
- Explore strategies to encourage development that contributes to a stable revenue environment in support of service delivery
- Sustain and expand greenspace and recreation areas
- Continue environmental rehabilitation activities

## **GOAL 2: Develop Strategies to Implement Downtown Development Plan**

**Objective 2.1** – Encourage stakeholders to invest in downtown

- Seek opportunities to leverage public investment to remove blight and promote development
- Support the efforts of private non-profit organizations to develop assets that improve quality of life and promote tourism in the downtown area
- Solicit and support private investment in support of development and redevelopment

**Objective 2.2** – Tailor City planning for downtown development

- Examine infrastructure adequacy to support planned and desired development
- Explore ways to encourage businesses to open in or relocate to the downtown area
- Recommend regulatory mechanisms to encourage higher density residential development consistent with the downtown plan

## **GOAL 3: Assess and Respond to the Needs of the Community**

**Objective 3.1** – Develop and refine strategies to engage the public

- Examine opportunities for using surveys to gain feedback from customers and citizens
- Review existing communication strategies for opportunities to improve effectiveness
- Develop processes to engage citizens in examining areas important to them and develop community-based solutions
- Develop strategies to increase the effectiveness of existing City Boards, Commissions and Committees

**Objective 3.2** – Determine existing service levels

- Enhance performance measures in order to provide a basis for accurate performance assessment
- Ensure that data collection support systems are fully implemented and effectively used
- Use best management practices to establish quantifiable service level measures for major service areas

**Objective 3.3** – Determine sufficiency of existing services and service levels

- Provide information to the public on existing City service
- Obtain community input through public hearings, surveys, neighborhood meetings, advisory board meetings, or focus groups to determine our success in meeting desired service levels
- Explore how existing services can meet needs and what new services or service enhancements are desired if any

**Objective 3.4** – Define customer expectations and provide that service in a responsive, courteous, professional, and cost-effective manner

- Identify areas for improvement and provide staff with the resources needed to achieve those improvements
- Streamline processes to the extent possible without undermining ability to provide desired level of regulatory oversight

**GOAL 4: Ensure Adequate Infrastructure to Meet Current Needs and Future Growth of the Community**

**Objective 4.1** – Engage in long range infrastructure planning

- Establish an appropriate 25 year growth planning horizon to support effective long range infrastructure planning
- Develop operational capacity to both plan for and construct improvements required to support future growth without neglecting existing infrastructure

**Objective 4.2** – Increase the City's ability to analyze, monitor, and remediate the condition of existing infrastructure

- Look for opportunities to upgrade current infrastructure through repair or replacement to support infill and redevelopment
- Implement systems to monitor infrastructure condition more effectively

**Objective 4.3** – Develop a strategic financial plan to support infrastructure investment

- Examine rate and fee structures to ensure that growth pays its fair share of growth-related infrastructure investments
- Analyze cash flow needs over the planning horizon and prepare strategic plan to satisfy investment needs

## **GOAL 5: Reduce Reliance on Property Tax as a Major Source of Revenue**

**Objective 5.1** – Explore and maximize use of alternative methods of funding

- Continue to advocate for a favorable allocation of sales tax
- Use media resources available to the City to educate the public about the alternative sources of funding
- Execute tax and annexation strategies to secure sufficient sales tax revenue
- Pursue grant and no cost/low cost loan opportunities

## **GOAL 6: Build Key Relationships**

**Objective 6.1** – Create, improve and maintain networking strategies

- Apply strategies at the local, state, and federal levels
- Join and participate in associations designed to serve this goal
- Build strong internal and external relationships through communication with our employees, citizens, non-profits, local businesses, and military bases
- Look for opportunities to form partnerships to improve service, efficiency, and/or otherwise further this goal
- Build greater trust with the community

## **GOAL 7: Maintain a Quality Workforce**

**Objective 7.1** – Improve recruitment and retention of employees.

- To ensure adequate pay and benefits for all staff, survey the COJ market annually to determine the need for pay structure adjustments and appropriate benefit changes.
- Seek continuous improvement in recruiting approaches and processes.
- Analyze, evaluate, and report COJ Turnover and Exit Interview data.

**Objective 7.2** - Invest in employee skills and knowledge through education, training, and career development.

- On an annual basis conduct an organization-wide needs assessment for appropriate education and training, and career development.
- Develop an annual schedule of learning opportunities in response to identified needs.

**Objective 7.3** – Promote a positive and supportive work environment.

- Communicate information to employees in an open and timely manner.
- Support City Wellness and Safety initiatives.

Adopted by the Jacksonville City Council in regular session this 23<sup>rd</sup> day of March 2010.



# Request for City Council Action

**Consent  
Agenda  
Item:** **6**  
**Date:** 4/19/2011

---

**Subject:** Resolution In Support of NC Department of Transportation Project

**Department:** Public Services/Streets

**Presented by:** Johnny Stiltner

**Presentation:** No

---

## Issue Statement

NC Department of Transportation, Division 3, requests a resolution of support for a mill patch project on SR 1308, Gum Branch Road from US 17 Bus to SR 1322, Summersill School Road.

## Financial Impact

NC Department of Transportation will be responsible for the total cost of \$415,000.

## Action Needed

Consider a Resolution of Support for the project.

## Recommendation

Staff recommends Council adopt the Resolution of Support.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A NCDOT Letter of Request
- B Proposed Resolution



# Staff Report

Consent  
Agenda  
Item:

6

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## Resolution In Support of NC Department of Transportation Project

### **Procedural History**

The NC Department of Transportation has many road projects and among them is a proposed mill patch project for Gum Branch Road. This proposed project is scheduled to mill patch various sites along SR 1308, Gum Branch Road from US 17 Bus to SR 1322, Summersill School Road.

The NC Department of Transportation has a standard policy that requires any project that exceeds a cost ceiling of \$125,000 must have local support. The cost of this project is estimated to be \$415,000. The request is a Resolution of Support for this proposed mill patch project on Gum Branch Road.

This project will be scheduled for the summer/fall of 2011.

### **Stakeholders**

- Citizens of Jacksonville & Onslow County
- NC Department of Transportation

### **Options**

#### Adopt the Resolution **RECOMMENDED**

- Pros: This will improve road conditions and make for a safer traveling surface for the motoring public.
- Cons: None

#### Deny the Resolution

- Pros: None
- Cons: The road will continue to deteriorate and become unsafe.



RECEIVED MAR 22 2011

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

March 22, 2011

Mr. Richard Woodruff  
City Manager  
City of Jacksonville  
815 New Bridge Street  
P.O. Box 128  
Jacksonville, N.C. 28541-0128

SUBJECT: Request for Resolution of Support  
Proposed Mill Patch Project  
SR 1308, Gum Branch Road  
From US 17 Bus to SR 1322, Summersill School Rd.  
Jacksonville  
Onslow County

Mr. Woodruff,

The Department has a proposed project to mill patch various locations along SR 1308, Gum Branch Road from US 17 Bus to SR 1322, Summersill School Road. The existing pavement is showing signs of distress in several locations and we are requesting a resolution of support from the City for the project.

Our current estimate for this project is \$415,000 and the total cost of the project will be the responsibility of the Department.

I appreciate your assistance in this matter. Should there be any questions regarding the information provided or if I can be of further assistance, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "R.A. Vause".

R.A. Vause, P.E.  
District Engineer

Cc: H. Allen Pope, P.E., Division Engineer  
File

ATTACHMENT

A

RESOLUTION (2011-x)

RESOLUTION OF SUPPORT FOR NCDOT IMPROVEMENTS FOR MILL PATCH WORK  
ON STATE ROUTE 1308, GUM BRANCH ROAD FROM US 17 BUS TO STATE ROUTE  
1322, SUMMERSILL SCHOOL ROAD

WHEREAS, the Jacksonville City Council is committed to improving the safety and general welfare of the motoring public; and

WHEREAS, the section of pavement on SR 1308, Gum Branch Road from US 17 Bus to SR 1322, Summersill School Road is showing signs of distress in several locations; and

WHEREAS, the NC Department of Transportation, have proposed a mill patch project for various locations along SR 1308, Gum Branch Road; and

WHEREAS, the estimated cost for this project is \$415.000; and

WHEREAS, the NC Department of Transportation will be responsible for the total cost of this project;

NOW THEREFORE, be it resolved that the Jacksonville City Council endorses and supports the proposed mill patch project along various sites of SR 1308 Gum Branch Road from US 17 Bus to SR 1322, Summersill School Road.

Adopted by the Jacksonville City Council in regular session this 19<sup>th</sup> day of April 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

Attest:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**B**





# Request for City Council Action

**Consent  
Agenda  
Item:** **7**  
**Date:** 4/19/2011

---

**Subject:** Authorization to Condemn Financial Guarantees

**Department:** Public Services/Engineering

**Presented by:** Tom Anderson

**Presentation:** No

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## Issue Statement

As directed by Council, staff is requesting authorization to process condemnation of the expiring financial guarantees held by the City if the developer is unable or unwilling to provide renewed financial guarantees. It is also recommended that the Mayor and Council allow staff, if necessary, to extend the Surety Agreements and Warranties for up to one year.

<u>Project Name</u>	<u>Expiration Dates</u>	<u>Amount</u>	<u>Extension</u>
Carriage Run Section IV-A at Carolina Forest	LOC: 6/12/2011	\$79,676.88	3 <sup>rd</sup>
Ivy Glen Section II	LOC: 6/21/2011	\$149,053.90	1 <sup>st</sup>
West Fairway Road & Foxhorn Road Ext.	LOC: 6/9/2011 WAR: 6/7/2012	\$897,594.00	1 <sup>st</sup>
Woodlands Section III F&G	LOC: 6/1/2011	\$31,448.59	4 <sup>th</sup>

## Definitions:

LOC: Letter of Credit	WAR: Warranty	AGR: Agreement
CD: Certificate of Deposit	SIDE: Sidewalk Agreement	BND: Bond

## Financial Impact

None.

## Action Needed

To authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to provide proper surety and to extend the Surety Agreement.

## Recommendation

Staff recommends that Council authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to provide proper surety and to extend the Surety Agreement.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

None



# Staff Report

Consent  
Agenda  
Item:

7

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## Authorization to Condemn Financial Guarantees

### **Introduction**

In order to keep sureties and agreements current, Staff needs permission from Council to extend or condemn expiring financial guarantees held by the City if the developer is unable or unwilling to provide renewed financial guarantees.

### **Procedural History**

The City's Subdivision Ordinance stipulates how the City handles Subdivision Agreements, their warranty periods and the financial guarantees related to that project. City Council must authorize the extension of an agreement or warranty period and/or give authorization to condemn financial guarantees. The following subdivisions have financial guarantees that soon will be expiring:

Carriage Run, Section IV-A at Carolina Forest – This project is currently under warranty. The surety will expire June 12, 2011 and the warranty period will expire July 18, 2012.

Ivy Glen, Section II – The surety will expire June 21, 2011. This project is still under construction. The Developer needs to make some improvements and then may request a final inspection confirming the work has been properly completed. Once the project has been confirmed, it will begin an 18-month warranty period.

West Fairway Road & Foxhorn Road Extension – The surety will expire June 9, 2011. The project is in an 18-month warranty period that will expire on June 7, 2012.

Woodlands, Section III F&G – The surety will expire June 1, 2011. Sidewalks will be installed as the houses are built in the subdivision.

### **Stakeholders**

- Developers: Carolina Forest Developers, LLC; Mr. John O. Stevenson; and Mr. John P. Petteway Company.
- Residents of the City of Jacksonville

## **Options**

**Approve:** Authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to provide proper surety and to extend the Surety Agreement. **(RECOMMENDED)**

Pro: City may extend the surety agreement or process condemnation of the financial guarantee in order to complete infrastructure.

Con: There is no disadvantage to the City.

**Deny:** Take no action

Pro: Taking no action on this item offers no advantage to the City.

Con: Developer may walk away from the agreement without any recourse leaving infrastructure that has not been installed and possibly at an expense to the City to complete the construction.



# Request for City Council Action

**Consent  
Agenda  
Item:** **8**  
**Date:** 4/19/2011

---

**Subject:** Tax Releases, Refunds, and Write-Offs

**Department:** Finance

**Presented by:** Gayle Maides, Assistant Finance Director

**Presentation:** No

---

## Issue Statement

The County/City Tax Collector and the City's Finance Director recommend releases, refunds, and write-offs of property taxes as attached. The detail list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) is available in the Finance Office for review.

## Financial Impact

The tax releases, refunds, and write-offs as recommended by the City/County Tax Collector total, respectively, \$24,849.04, \$8,608.45, and \$45.05 (\$33,502.54).

## Action Needed

Review the tax releases, refunds and write-offs.

## Recommendation

Staff recommends that Council move to approve the tax releases, refunds and write-offs.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

A Tax Releases, Refunds, and Write-offs



# Staff Report

**Consent  
Agenda  
Item:**

**8**

---

## **Tax Releases, Refunds, and Write-Offs**

### **Introduction**

The Tax Releases, Refunds and Write-Offs as recommended by the City/County Tax Collector total, respectively, \$24,849.04, \$8,608.45, and \$45.05 (\$33,502.54).

Most of the Releases and Refunds are due to:

- 1) Clerical and/or addition errors on the Onslow County Abstracts,
- 2) Double charges for the same property,
- 3) Property erroneously listed as in this City,
- 4) Senior citizens exemptions,
- 5) Military non-resident.

Write-offs are due to:

- 1) A bill that is \$3.00 or less
- 2) An over or underpayment of \$1.00 or less.

Other releases and refunds just have notations indicating that interest only is being released and there will be no corresponding reference explanation. The County's computer system automatically accrues interest on the first day of the month. There will be times when the County received payment on the day before or even on the same day that the account has accrued the interest. The County will adjust their accounts to remove the interest that was automatically charged in lieu of having accounts with balances usually less than \$1.00.

The listing of proposed releases, refunds and write-offs as submitted by the Tax Collector, are in conformity with the law. Based upon this information as provided, which is believed to be true and accurate, I recommend your approval of these tax releases, refunds, and write-offs.

W.C. Jarman  
*Chairman*  
Paul Buchanan  
*Vice-Chairman*  
Barbara Ikner  
William H. Keller III  
Lionell Midgett



MEMORANDUM

**TO:** The Honorable Mayor and City Council

**FROM:** Onslow County Tax Administration  
Betty Brown, Listing Supervisor

**SUBJECT:** Tax Releases and Refunds

[illegible]

Most of the releases are due to clerical errors on the Onslow County tax abstracts, addition problems, double charges for the same property, property picked up as being inside Jacksonville but actually outside city limits, citizens that can claim the senior citizens exemption but this exemption was not indicated on the tax abstracts, and military having vehicles registered in Onslow County but claiming another state as their legal residence, etc.

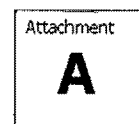
BB/sm

I have reviewed the attached listing of proposed releases, refunds, and write-offs. The requests are in conformity with the law. Based upon the information furnished me by the Tax Collector, which I believe to be true and accurate, I recommend their consideration as presented.

Dayle Maudes

Gayle Maides  
ASSISTANT FINANCE DIRECTOR

**Onslow County Tax Administration**  
**39 Tallman Street • Jacksonville, North Carolina • 28540**  
**Phone: 910-989-2200 Fax: 910-455-4579**  
[www.onslowcountync.gov](http://www.onslowcountync.gov)



**TAX RELEASE SUMMARY**
**FEBRUARY 2011**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2010	101-0000-111-0000	0.005380	16,766.99	316.48	17,083.47	3,116,540.89
2009	101-0000-111-1000	0.006260	6,837.19	65.04	6,902.23	1,092,202.88
2008	101-0000-111-1000	0.006260	746.67	2.36	749.03	119,276.36
2007	101-0000-111-1000	0.006260	47.86	1.21	49.07	7,645.37
2006	101-0000-111-1000	0.005316	32.21	1.21	33.42	6,059.07
2005	101-0000-111-1000	0.005900	30.41	1.41	31.82	5,154.24
2004	101-0000-111-1000	0.005900	-	-	-	-
2003	101-0000-111-1000	0.005900	-	-	-	-
2002	101-0000-111-1000	0.005900	-	-	-	-
2001	101-0000-111-1000	0.005900	-	-	-	-
2000	101-0000-111-1000	0.005900	-	-	-	-

TOTAL	24,461.33	387.71	24,849.04	4,346,878.80
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'00-09	7,765.57
2010	17,083.47

**TAX REFUND SUMMARY**
**FEBRUARY 2011**

YEAR CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2010 101-0000-311-0000	0.005380	1,634.56	3.83	14.21	1,652.60	303,821.56
2009 101-5000-412-2000	0.006260	2,522.27	9.27	25.99	2,557.53	402,918.53
2008 101-5000-412-2000	0.006260	3,601.75	-	20.18	3,621.93	575,359.42
2007 101-5000-412-2000	0.006260	436.14	3.39	7.47	447.00	69,670.93
2006 101-5000-412-2000	0.005316	329.39	-	-	329.39	55,828.81
2005 101-5000-412-2000	0.005900	-	-	-	-	-
2004 101-5000-412-2000	0.005900	-	-	-	-	-
2003 101-5000-412-2000	0.005900	-	-	-	-	-
2002 101-5000-412-2000	0.005900	-	-	-	-	-
2001 101-5000-412-2000	0.005900	-	-	-	-	-
2000 101-5000-412-2000	0.005900	-	-	-	-	-
<b>TOTAL</b>		<b>8,524.11</b>	<b>16.49</b>	<b>67.85</b>	<b>8,608.45</b>	<b>1,407,599.26</b>



# **TAX WRITE-OFF SUMMARY**

**FEBRUARY 2011**

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2010	101-0000-111-0000	0.005380	41.38	-	41.38	7,691.45
2009	101-0000-111-1000	0.006260	3.44	-	3.44	549.52
2008	101-0000-111-1000	0.006260	0.04	-	0.04	6.39
2007	101-0000-111-1000	0.006260	-	-	-	-
2006	101-0000-111-1000	0.005316	-	-	-	-
2005	101-0000-111-1000	0.005900	0.19	-	0.19	32.20
2004	101-0000-111-1000	0.005900	-	-	-	-
2003	101-0000-111-1000	0.005900	-	-	-	-
2002	101-0000-111-1000	0.005900	-	-	-	-
2001	101-0000-111-1000	0.005900	-	-	-	-
2000	101-0000-111-1000	0.005900	-	-	-	-

TOTAL	45.05	-	45.05	8,279.56
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'2000-2009	3.67
2010	41.38



# Request for City Council Action

**Consent  
Agenda  
Item:** **9**  
**Date:** 4/19/2011

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**Subject:** Transfer Funds from Operating Budget for Jack Amyette Capital Improvement Project

**Department:** Recreation and Parks

**Presented by:** Tim Chesnutt, Recreation and Parks Director

**Presentation:** No

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## Issue Statement

The Recreation and Parks Department would like to move \$15,000 from various operating accounts into the Jack Amyette Capital Improvement Project (GF1115) account. These funds will be used to help renovate the interior of the Recreation Center. The project includes replacing the ceiling and floor tiles, renovating the restrooms, and upgrades to the electrical, heating and air ducts.

## Financial Impact

No net impact.

## Action Needed

Consider budget and CIP amendments

## Recommendation

Staff recommends that Council adopt the legislative budget amendment moving \$15,000 from Recreation Operating budget to the Jack Amyette Capital Project (GF1115) and CIP amendment.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Budget Amendment
- B CIP Amendment



# Staff Report

**Consent  
Agenda  
Item:**

**9**

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## **Request to Transfer Funds into Capital Project – Jack Amyette**

### **Introduction**

The bids for renovation at Jack Amyette Recreation Center are \$94,942. This project currently has \$80,000 allocated for fiscal year 2011. \$15,000 has been identified within the current operating budget to make up the difference.

### **Stakeholders**

- City residents
- Onslow County Residents
- Mayor and City Council

### **Options**

1. Adopt the budget amendment moving \$15,000 from the Operating Budget reserved for Recreation to the Jack Amyette Capital Improvement Project (GF1115).  
**(Recommended)**

#### **Pros**

- Renovated Recreation Center – including floors, ceiling, electrical, HVAC, restrooms and janitor closet.

#### **Cons**

- Operating budget would be reduced by \$15,000

2. Deny staff request to move \$15,000 from the Operating budget to the Capital Improvement project.

#### **Pros**

- The balance in the Operating budget account would remain unchanged.

#### **Cons**

- Some of the renovations will not be completed.

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2011 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2011 General Fund and the Jack Amyette project budgets is hereby enacted:

**GENERAL FUND**

EXPENDITURES	BUDGET	CHANGE	TOTAL
RECREATION	3,223,142	(15,000)	3,208,142
TRANSFER TO CAPITAL PROJECT	2,358,410	15,000	2,373,410
TOTAL ADJUSTMENTS		-	
TOTAL FUND EXPENDITURES	45,082,608	-	45,082,608

**JACK AMYETTE GF1115**

EXPENDITURES	BUDGET	CHANGE	TOTAL
TRANSFER FROM GENERAL FUND	80,000	15,000	95,000
TOTAL ADJUSTMENTS		15,000	
TOTAL PROJECT REVENUES	80,000	15,000	95,000

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	80,000	15,000	95,000
TOTAL ADJUSTMENTS		15,000	
TOTAL PROJECT EXPENDITURES	80,000	15,000	95,000

The purpose of this budget amendment is to decrease the Recreation budget and transfer funds to the Jack Amyette project (GF1115) to cover the cost of the lowest bid for renovations.

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 19th day of April 2011.

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

\_\_\_\_\_  
Sammy Phillips, Mayor

Attachment

**A**

**Ordinance 2011 – (x)**

**An Ordinance Amending the 2010/2011 City of Jacksonville  
Capital Improvement Plan (CIP) Adopted by Council June 22, 2010**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Capital Improvement Plan (CIP) is hereby amended as follows:

**1) Jack Amyette Recreation Center GF1115:**

The CIP is amended by Budget Ordinance #2011 - (x) to adjust the FY11 Capital Improvement Plan to increase the Jack Amyette Recreation Center project. Bids received for work came in higher than expected and an additional \$15,000 is needed to cover expenses. These funds will be used to help renovate the interior of the Recreation Center. Total project costs increased from \$380,000 to \$395,000. Project costs for FY11 are \$95,000.

This ordinance shall be in full force and effective upon its adoption.

Adopted by the Jacksonville City Council in regular session on this 19<sup>th</sup> day of April 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**B**

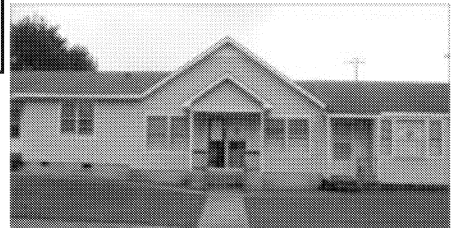
# Capital Improvement Plan

## City of Jacksonville, NC

2012 *thru* 2016

Project # **RC-11 GF1115**  
Project Name **Jack Amyette Recreation Center**

Type	Rehabilitation	Department	Recreation and Parks
Useful Life	30	Contact	Susan Baptist
Category	Buildings	Priority	H High Priority
Part of Master Plan	N	Growth Related	Y
Externally Mandated	N	Service Related	Y
		Status	Active



### Description

The proposal is to redesign the Jack Amyette Complex to complement the existing Recreation Center.

The scope of this project will include:

- Redesign athletic fields to include basketball court, storage, ball fields and lighting.
- Reconfigure parking, entrance to and exit from building(s).

### Justification

The complex was constructed 50 years ago. Major renovations have never been done to the facilities in this complex. The complex is spatially challenged as well as in need of significant updates. The plumbing in the Recreation Center restrooms is substandard, the roof and gutter system is deteriorating, and the parking is inadequate. The Activities Center buildings are no longer fully functional and present some ongoing safety and access concerns. Replacing these buildings with an arts and cultural center that includes space for performance, visual and dramatic arts, would not only expand the services available through the Jack Amyette complex and alleviate the safety and access concerns, but would also continue to enhance the neighborhood and contribute significantly to the ongoing redevelopment in New River. The outdoor basketball court is failing, and the current field configuration is not meeting the needs of the community nor maximizing the utility of the space. Replacing the basketball court and changing the configuration of the field to a rectangular, multipurpose field with lights would be the most effective use of space.

Expenditures	Prior	2012	2013	2014	2015	2016	Future	Total
Engineering/Design	95,000							95,000
Construction		300,000						300,000
<b>Total</b>	<b>95,000</b>	<b>300,000</b>						<b>395,000</b>

Funding Sources	Prior	2012	2013	2014	2015	2016	Future	Total
General Fund	95,000	300,000						395,000
<b>Total</b>	<b>95,000</b>	<b>300,000</b>						<b>395,000</b>

### Budget Impact/Other

IMPACT IF DELAYED OR CANCELLED: The residents of the New River community will continue to be denied indoor and enhanced outdoor recreation opportunities within their immediate vicinity. Delays would likely continue to have a negative impact on project costs.  
-Financed for 20 years at 5.0%



# Request for City Council Action

Agenda Item:	<b>10</b>
Date:	4/19/2011

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**Subject:** FY11 Third Quarter General Budget Amendment

**Department:** Finance

**Presented by:** Gayle Maides, Interim Finance Director

**Presentation:** No

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## Issue Statement

A budget amendment is needed to establish the Jacksonville Tourism Development Authority Fund and the JTDA-Museum of the Marine project and change funding sources for the Vietnam Veterans project, and the Museum of the Marine project; adjust budget to account for the Recovery Zone Bond Rebate and the Build America Bond Rebate which were not budgeted for FY11; reduce the budget for the Police Fire Facility project; change funding sources for the Parkwood Area project and the Gym Floors project; appropriate General Fund fund balance to purchase a scissor lift for Facilities Maintenance; appropriate additional revenue received to Community Affairs, Human Resources, and Recreation; replace state grant funding for mosquito control with appropriated General Fund fund balance; decrease Water Quality and Stormwater Fund due to State budgetary cuts to the NCCCAP Grant; close several projects and transfer remaining funds and move the Wooten Park CIP project forward from FY12 to FY11.

## Financial Impact

This budget amendment increases appropriated fund balance in the General Fund by \$296,097 and appropriated retained earnings in the Stormwater Fund by \$174,019, and decreases appropriated retained earnings in the Water Sewer Fund by \$362,675.

## Action Needed

Consider the Budget and CIP Amendments.

## Recommendation

Staff recommends that Council approve the Budget and CIP Amendments.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Budget Amendment
- B CIP Amendment



# Staff Report

Agenda Item:	<b>10</b>
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Budget Amendment for General Fund, Water Sewer Fund, Stormwater Fund, Various Grants and Capital Projects.

## **Introduction**

### **Jacksonville Tourism Development Authority:**

The Jacksonville Tourism Development Authority (JTDA) adopted their budget on March 24, 2011. The City must amend the FY11 budget to reflect the JTDA budget and establish a separate fund to account for JTDA receipts and disbursements. As a result of the JTDA budget adoption, the Vietnam Veterans project (GF0314) will substitute the \$100,000 transfer from Capital Reserve with JTDA funds, the Museum of the Marine project (GF0207) will be reduced by \$100,000 and a new project, the JTDA – Museum of the Marine project (GF120), will be created to distinguish funding provided by the JTDA.

### **Federal Subsidy:**

The City received federal subsidies for the Build America Bonds and the Recovery Zone Bonds, which were not budgeted for in this fiscal year. This amendment seeks to reduce appropriated retained earnings in the Water Sewer Fund by \$42,871 and in the Stormwater Fund by \$24,252.

### **Police Fire Facility:**

This amendment reduces the Police Fire Facility Project (GF0601) by \$2,384,807 which correspondingly reduces the transfer to General Fund that would have covered the debt service payments over the last two years.

### **Parkwood Area Stormwater Project:**

This amendment seeks to substitute the issuance of \$218,770 installment purchase revenue as a funding source for the Parkwood Area Stormwater Project (SW0601) with Stormwater Fund fund balance to cover the remaining portion of work needed to complete the project..



**Jacksonville Commons and Jack Amyette Gym Floors:**

This amendment seeks to substitute the issuance of \$323,000 installment purchase revenue as a funding source for the Jacksonville Commons and Jack Amyette Gym Floors Project with General Fund fund balance transfer of \$311,228 . This project is complete and all pending expenses have been cleared, therefore the project will be closed.

**Facilities Maintenance:**

This amendment seeks to appropriate \$13,750 of General Fund fund balance to Facilities Maintenance to purchase a scissor lift required when working on the new gym floors.

**Appropriate Miscellaneous Revenue for Youth Council's Harmony Grant:**

Miscellaneous revenues totaling \$1,042 have been received in support of the Youth Council's Harmony grant. These funds will provide support for administrative expenses related to functions of the grant.

**Appropriate Miscellaneous Revenue for Human Resources Safety Grant:**

Miscellaneous revenues totaling \$1,500 have been received in support of Human Resources Safety Program. These funds were provided as a reimbursement for a recommended Defensive Driver Training course.

**Appropriate Additional Recreation Revenue:**

This amendment seeks to appropriate revenue received beyond budget for the Recreation fees in the amount of \$19,708. The funds will be appropriated to the Recreation – Centers budget to be used for Temporary Employee Agency expenses.

**Mosquito Grant:**

This amendment seeks to reduce the budgeted amount of \$14,630 from the Mosquito Grant due to budgetary cuts made in state funding. The grant funds would have been to reimburse the City for their expenses directly resulting from mosquito control.

**Closing of Projects:**

Capital projects are reviewed on a periodic basis to identify completed projects where projects can be closed and unspent budgeted funds can be transferred to the original funding source. These project closeouts provide funds that can be used to reduce the appropriated fund balance/retained earnings used from a fund or serve as a source of funds for other projects.

The Indoor Facility BrynnMarr Project (GF0402) is being closed and \$11,207 will be transferred to the General Fund. The Traffic Signal Preemption Project (GF0406) is being closed and \$13,104 will be transferred to the General Fund. The Youth Center Phase II (GF0807) Project will be closed and \$19,199 will be transferred to the General Fund. The Market Street Park Project (GF1113) is being closed and the balance, \$35,000, is being transferred to the Wooten Park Project (GF1119), to remove the existing outdoor basketball court and construct a new one which also is being moved forward in the CIP from FY12 to FY11. The Well Rehabilitation Project (WF0302) is being closed and there is no balance to be transferred out. The Paint Elevated Water Tanks (WF8903) is being closed due to the plan to paint tanks via an annual service contract and \$319,804 will be transferred to the Water Sewer Fund. The Land Redevelopment Project (CD0902) will be closed and \$14,030 will be transferred to the Capital Reserve Fund.

### **Stakeholders**

- The Citizens of the City of Jacksonville
- The City of Jacksonville

### **Options**

**Option 1:** Adopt Budget Ordinance to increase appropriated fund balance in the General Fund by \$296,097, appropriated retained earnings in the Stormwater Fund by \$174,019, and decrease appropriated retained earnings in the Water Sewer Fund by \$362,675. **RECOMMENDED**

**Pros:** Revenues will be appropriated and accurately adjusted, necessary transfers will be made and funds provided for current City initiatives.

**Cons:** The City will use General Fund fund balance for the purchase of a scissors lift and for temporary agency employee expenses.

**Option 2:** Deny Budget Ordinance to increase appropriated fund balance in the General Fund by \$296,097, appropriated retained earnings in the Stormwater Fund by \$174,019, and to decrease the use of appropriated fund balance in the Water Sewer Fund by \$362,674

**Pros:** No additional spending will be authorized.

**Cons:** Projects and initiatives will not have sufficient funding for execution and completed projects will remain active.

**ORDINANCE (2011-)**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2011 BUDGET**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2011 General Fund, Water/Sewer Fund, Stormwater Fund, and project budgets are hereby enacted:

**GENERAL FUND**

REVENUES	BUDGET	CHANGE	TOTAL
OCCUPANCY TAX	900,000	(881,000)	19,000
MOSQUITO GRANT	14,630	(14,630)	-
SAFETY GRANT	-	1,500	1,500
RECREATION FEES	35,000	19,708	54,708
HARMONY GRANT	-	1,042	1,042
APPROPRIATED FUND BALANCE	2,718,829	296,097	3,014,926
TRANSFER FROM CAPITAL PROJECTS	756,468	(659,368)	97,100
TOTAL ADJUSTMENTS		(1,236,651)	
TOTAL FUND REVENUES	45,082,608	(1,236,651)	43,845,957

EXPENDITURES	BUDGET	CHANGE	TOTAL
COMMUNITY AFFAIRS	328,129	1,042	329,171
HUMAN RESOURCES	514,975	1,500	516,475
OCCUPANCY TAX DISTRIBUTIONS	681,000	(681,000)	-
FACILITIES MAINTENANCE	695,469	13,750	709,219
RECREATION - CENTERS	869,330	19,708	889,038
DEBT SERVICE PRINCIPAL RETIREMENTS	2,943,874	(300,542)	2,643,332
DEBT SERVICE INTEREST AND FEES	1,410,058	(437,337)	972,721
TRANSFER TO CAPITAL PROJECTS	2,198,410	346,228	2,544,638
TRANSFER TO CAPITAL RESERVE	1,569,190	(200,000)	1,369,190
TOTAL ADJUSTMENTS		(1,236,651)	
TOTAL FUND EXPENDITURES	45,082,608	(1,236,651)	43,845,957

*To appropriate \$1,042 of Harmony Grant funding received in support of the Youth Council. To appropriate \$1,500 of the Safety Grant received in support of the Human Resources Safety Program. To remove the Mosquito Grant funding previously budgeted due to mandatory cuts made to state funding. To receive the transfer of monies from the Indoor Facility BrynnMarr project, Traffic Signal Preemption project, Youth Center Phase II project, the Gym Floors project, and Market street project while transferring funds to the Wooten Park project. To provide funding in the amount of \$13,750 to Facilities Maintenance to purchase a scissor lift. To appropriate \$19,708 of Recreation revenue to the Recreation department for Temporary Agency expenses. To transfer \$881,000 of Occupancy tax revenue to establish the Jacksonville Tourism Development Authority Fund.*

**JACKSONVILLE TOURISM DEVELOPMENT AUTHORITY FUND**

REVENUES	BUDGET	CHANGE	TOTAL
OCCUPANCY TAX	-	900,000	900,000
TOTAL ADJUSTMENTS		900,000	
TOTAL PROJECT REVENUES	-	900,000	900,000
EXPENDITURES	BUDGET	CHANGE	TOTAL
TOURISM PROMOTION	-	606,336	606,336
TOURISM RELATED EXPENSE	-	293,664	293,664
TOTAL ADJUSTMENTS		900,000	
TOTAL PROJECT EXPENDITURES	-	900,000	900,000

*To establish the Jacksonville Tourism Development Authority Fund.*

Attachment

**A**

**VIETNAM VETERANS GF0314**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM CAPITAL RESERVE	800,000	(100,000)	700,000
JACKSONVILLE TOURISM DEVELOPMENT AUTHORITY	-	100,000	100,000
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT REVENUES	882,665	-	882,665

*To substitute the transfer of revenue from the Capital Reserve Fund with revenue issued by the Jacksonville Tourism Development Authority.*

**MUSEUM OF THE MARINE GF0207**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM CAPITAL RESERVE	900,000	(100,000)	800,000
TOTAL ADJUSTMENTS		(100,000)	
TOTAL PROJECT REVENUES	982,290	(100,000)	882,290
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	(100,000)	(100,000)
TOTAL ADJUSTMENTS		(100,000)	
TOTAL PROJECT EXPENDITURES	982,290	(100,000)	882,290

*To reduce the Museum of the Marine Project by \$100,000.*

**JTDA - MUSEUM OF THE MARINE GF1120**

REVENUES	BUDGET	CHANGE	TOTAL
OCCUPANCY TAX - JTDA	-	100,000	100,000
INVESTMENT INTEREST	-	100	100
TOTAL ADJUSTMENTS		100,100	
TOTAL PROJECT REVENUES	-	100,100	100,100
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	100,100	100,100
TOTAL ADJUSTMENTS		100,100	
TOTAL PROJECT EXPENDITURES	-	100,100	100,100

*To establish the JTDA-Museum of the Marine project.*

**MARKET STREET PARK GF1113**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	35,000	(35,000)	-
TRANSFER TO GENERAL FUND	-	35,000	35,000
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	35,000	-	35,000

*To close the Market Street Park project and transfer the balance to the General Fund.*

**WOOTEN PARK GF1119**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM GENERAL FUND	-	35,000	35,000
TOTAL ADJUSTMENTS		35,000	
TOTAL PROJECT REVENUES	-	35,000	35,000
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	35,000	35,000
TOTAL ADJUSTMENTS		35,000	
TOTAL PROJECT EXPENDITURES	-	35,000	35,000

*To appropriate \$35,000 to the Wooten Park Project for the construction of a outdoor basketball court.*

**INDOOR FACILITY BRYNNMARR GF0402**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE	1,300,000	(1,300,000)	-
TOTAL ADJUSTMENTS		(1,300,000)	
TOTAL PROJECT REVENUES	1,300,000	(1,300,000)	-
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	1,350,000	(1,311,207)	38,793
TRANSFER TO GENERAL FUND	-	11,207	11,207
TOTAL ADJUSTMENTS		(1,300,000)	
TOTAL PROJECT EXPENDITURES	1,350,000	(1,300,000)	50,000

*To close the Indoor Facility BrynnMarr Project and transfer the balance to the General Fund.*

**YOUTH CENTER PHASE II GF0807**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	65,000	(19,199)	45,801
TRANSFER TO GENERAL FUND	-	19,199	19,199
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	65,000	-	65,000

*To close the Youth Center Phase II Project and transfer the balance to the General Fund.*

**TRAFFIC SIGNAL PREEMPTION GF0406**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	84,155	(13,105)	71,050
TRANSFER TO GENERAL FUND	-	13,105	13,105
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	84,155	-	84,155

*To close the Traffic Signal Preemption Project and transfer the balance to the General Fund.*

**GYM FLOORS GF1101**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE REVENUE	323,000	(323,000)	-
TRANSFER FROM GENERAL FUND	-	311,228	311,228
TOTAL ADJUSTMENTS		(11,772)	
TOTAL PROJECT REVENUES	323,000	(11,772)	311,228
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	323,000	(11,772)	311,228
TOTAL ADJUSTMENTS		(11,772)	
TOTAL PROJECT EXPENDITURES	323,000	(11,772)	311,228

*To substitute the issuance of installment purchase revenue with a transfer from the General Fund and to close the project.*

**POLICE FIRE FACILITY GF0601**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE	22,165,718	(2,384,807)	19,780,911
TOTAL ADJUSTMENTS		(2,384,807)	
TOTAL PROJECT REVENUES	29,093,068	(2,384,807)	26,708,261
EXPENDITURES	BUDGET	CHANGE	TOTAL
TRANSFER TO GENERAL FUND	2,384,807	(2,384,807)	-
TOTAL ADJUSTMENTS		(2,384,807)	
TOTAL PROJECT EXPENDITURES	29,093,068	(2,384,807)	26,708,261

*To reduce interfund transfers for debt not yet incurred.*

**CAPITAL RESERVE FUND GF7099**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM CAPITAL PROJECTS	90,217	14,030	104,247
TRANSFER FROM GENERAL FUND	17,905,753	(200,000)	17,705,753
TOTAL ADJUSTMENTS		14,030	
TOTAL PROJECT REVENUES	2,044,466	14,030	2,058,496

EXPENDITURES	BUDGET	CHANGE	TOTAL
COUNCIL INITIATIVES	1,194,057	14,030	1,208,087
TRANSFER TO VIETNAM VETERANS PROJECT (GF0314)	-	(100,000)	(100,000)
TRANSFER TO MUSEUM OF THE MARINE PROJECT (GF0207)	-	(100,000)	(100,000)
TOTAL ADJUSTMENTS		14,030	
TOTAL PROJECT EXPENDITURES	2,044,466	14,030	2,058,496

*To receive the transfer of monies from the Land Redevelopment project and reduce the transfers to the Vietnam Veterans Project (GF0314) and the Museum of the Marine Project (GF0207).*

**LAND REDEVELOPMENT PROJECT CD0902**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	22,000	(14,030)	7,970
TRANSFER TO CAPITAL RESERVE	-	14,030	14,030
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	22,000	-	22,000

*To close the Land Redevelopment Project and transfer the balance to the Capital Reserve Fund.*

**WATER / SEWER FUND**

REVENUES	BUDGET	CHANGE	TOTAL
APPROPRIATED RETAINED EARNINGS	577,708	(362,675)	215,033
RECOVERY ZONE BOND REBATE	-	42,871	42,871
TRANSFER FROM W/S CAPITAL PROJECTS	1,535,692	319,804	1,855,496
TOTAL ADJUSTMENTS		-	
TOTAL FUND REVENUES	25,539,257	-	25,539,257

*To receive the transfer of monies from the Paint Elevated Water Tanks project. To reduce appropriated fund balance by \$42,870 to reflect the federal subsidy received on the Build America Bonds and Recover Zone Bonds, which were not budgeted for in FY11. These changes reduce appropriated fund balance by \$362,674.*

**WELL REHABILITATION WF0302**

REVENUES	BUDGET	CHANGE	TOTAL
LEASE PURCHASE REVENUE	28,000	(28,000)	-
TOTAL ADJUSTMENTS		(28,000)	
TOTAL PROJECT REVENUES	28,000	(28,000)	-

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	28,000	(28,000)	-
TOTAL ADJUSTMENTS		(28,000)	
TOTAL PROJECT EXPENDITURES	28,000	(28,000)	-

*To close the Well Rehabilitation Project.*

**PAINT ELEVATED WATER TANKS WF8903**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	1,060,200	(319,804)	740,396
TRANSFER TO WATER SEWER FUND	-	319,804	319,804
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	1,060,200	-	1,060,200

*To close the Paint Elevated Water Tanks Project and transfer the balance to the Water/Sewer Fund.*

**STORMWATER FUND**

REVENUES	BUDGET	CHANGE	TOTAL
NCCCAP CISTERNS GRANT	7,500	(7,500)	-
APPROPRIATED RETAINED EARNINGS	788,177	190,219	978,396
BUILD AMERICA BOND REBATE	-	24,252	24,252
TOTAL ADJUSTMENTS		206,970	
TOTAL FUND REVENUES	3,034,029	206,970	3,240,999

EXPENDITURES	BUDGET	CHANGE	TOTAL
TRANSFER TO CAPITAL PROJECTS	-	216,970	216,970
WATER QUALITY	997,625	(10,000)	987,625
TOTAL ADJUSTMENTS		206,970	
TOTAL FUND EXPENDITURES	3,034,029	206,970	3,240,999

*To provide funding of \$216,970 for the Parkwood Area project which was originally budgeted to be funded by an installment purchase revenue. To reduce the Stormwater Fund by \$7,500 due to a decrease in funding from the state, the NCCCAP grant will not be issued to the City. To reduce appropriated fund balance by \$24,525 to reflect the federal subsidy received on the Build America Bonds and Recover Zone Bonds, which were not budgeted for in FY11.*

**PARKWOOD AREA SW0601**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE REVENUE	218,770	(218,770)	-
INVESTMENT INTEREST	-	1,800	1,800
TRANSFER FROM STORMWATER FUND	-	216,970	216,970
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT REVENUES	4,272,467	-	4,272,467

*To substitute the issuance of installment purchase revenue with a transfer from the Stormwater Fund for additional work needed to complete the project.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 19th day of April 2011.

ATTEST:

\_\_\_\_\_  
Sammy Phillips, Mayor

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

**Ordinance 2011 – (x)**

**An Ordinance Amending the 2010/2011 City of Jacksonville  
Capital Improvement Plan (CIP) Adopted by Council June 22, 2010**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Capital Improvement Plan (CIP) is hereby amended as follows:

**1) Wooten Park Project GF1119:**

The CIP is amended by Budget Ordinance #2011 - (x) to adjust the FY11 Capital Improvement Plan to increase the Wooten Park project and move it into the current year from FY12. Due to a \$35,000 savings from the Market Street project the City is able to begin replacing the outdoor basketball courts located at Wooten Park in FY11. The Wooten Park project was scheduled to begin in FY12 and did not originally include the replacement of the outdoor basketball court. Total project costs increased from \$111,500 to \$146,500. Project costs for FY11 are \$35,000.

This ordinance shall be in full force and effective upon its adoption.

Adopted by the Jacksonville City Council in regular session on this 19<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**B**



# Capital Improvement Plan

## City of Jacksonville, NC

2011 *thru* 2015

Project # **RC-12-004**  
Project Name **Wooten Park**

Type Rehabilitation  
Useful Life 20  
Category Parks  
Part of Master Plan N  
Externally Mandated N

Department Recreation and Parks  
Contact Michael Liquori  
Priority M Medium Priority  
Growth Related Y  
Service Related Y



### Description

This request is to replace the basketball court, replace current playground surface to a rubberized surface, and the restroom facility.

### Justification

The basketball court is cracking due to age and usage, and as a result now has an uneven playing surface. The court needs to be replaced.

Restrooms were built in the late 80's and are in need of major upgrades, and the playground surface is also due to be replaced.

Expenditures	Prior	2011	2012	2013	2014	2015	Future	Total
Engineering/Design			4,500					4,500
Construction		35,000	100,000					135,000
Construction Administration			7,000					7,000
<b>Total</b>		<b>35,000</b>	<b>111,500</b>					<b>146,500</b>

Funding Sources	Prior	2011	2012	2013	2014	2015	Future	Total
General Fund		35,000	111,500					146,500
<b>Total</b>		<b>35,000</b>	<b>111,500</b>					<b>146,500</b>

### Budget Impact/Other

IMPACT IF DELAYED OR CANCELLED: If the project is not funded the condition of the court and parking lot will continue to deteriorate. Delays would likely continue to have a negative impact on project costs as well as the potential for minor improvements becoming major improvements if the conditions deteriorate to the sub-surface.